



September 7, 2021

The Honorable Chair and Members of the  
Hawai'i Public Utilities Commission  
465 South King Street  
Kekuanaoa Building, 1st Floor  
Honolulu, Hawai'i 96813

Dear Commissioners:

Subject: Docket No. 2018-0141 - Hawaiian Electric Companies  
For Approval to Commit Funds in Excess of \$2,500,000 for the Phase 1 Grid  
Modernization Project and Related Requests  
Hawaiian Electric Responses to Commission's Information Requests

Attached are the Companies'<sup>1</sup> responses to the Commission's information requests filed on August 23, 2021 in the subject proceeding.

These responses contain confidential information that has been redacted and is being provided under seal pursuant to Protective Order No. 35591, filed July 20, 2018. Exhibit A to this letter provides the bases for the confidential treatment of the redacted information.

Sincerely,

/s/ Kevin M. Katsura

Kevin M. Katsura  
Director  
Regulatory Non-Rate Proceedings

Attachment

c: Division of Consumer Advocacy, [dnishina@dcca.hawaii.gov](mailto:dnishina@dcca.hawaii.gov)

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<sup>1</sup> The "Companies" or "Hawaiian Electric" are Hawaiian Electric Company, Inc., Hawaii Electric Light Company, Inc. and Maui Electric Company, Limited.

Pursuant to Protective Order No. 35591, filed on July 18, 2018 in this proceeding, this log (1) identifies, in reasonable detail, the information's source, character, and location; (2) states clearly the basis for the claim of confidentiality; and (3) describes, with particularity, the cognizable harm to the producing party or participant from any misuse or unpermitted disclosure of the information.

Reference	Identification of Item	Basis of Confidentiality	Harm
PUC-IR-114	Confidential vendor product development timeline.	Confidential commercial, vendor, financial and pricing information which falls under the frustration of legitimate government function exception of the Uniform Information Practices Act ("UIPA"). <sup>1</sup>	Public disclosure of the confidential information could place the Company at a competitive disadvantage in future contract negotiations; impact the Company's bargaining power relative to its vendors; harm the Company's relationships with existing and/or prospective vendors and customers; discourage vendors from doing business with the Company and making confidential disclosures to the Company in the future; and infringe upon certain privacy and/or proprietary rights of the Company/employees/vendor.

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<sup>1</sup> Haw. Rev. Stat. § 92F-13(3).



Reference	Identification of Item	Basis of Confidentiality	Harm
PUC-IR-115(g) and Attachments 1 and 3	Confidential strategic pricing information	Confidential commercial, vendor, financial and pricing information which falls under the frustration of legitimate government function exception of the Uniform Information Practices Act (“UIPA”).	Public disclosure of the confidential information could place the Company at a competitive disadvantage in future contract negotiations; impact the Company’s bargaining power relative to its vendors; harm the Company’s relationships with existing and/or prospective vendors and customers; discourage vendors from doing business with the Company and making confidential disclosures to the Company in the future; and infringe upon certain privacy and/or proprietary rights of the Company/employees/vendor.

Reference	Identification of Item	Basis of Confidentiality	Harm
PUC-IR-119(b)	Confidential strategic pricing information	Confidential commercial, vendor, financial and pricing information which falls under the frustration of legitimate government function exception of the Uniform Information Practices Act (“UIPA”).	Public disclosure of the confidential information could place the Company at a competitive disadvantage in future contract negotiations; impact the Company’s bargaining power relative to its vendors; harm the Company’s relationships with existing and/or prospective vendors and customers; discourage vendors from doing business with the Company and making confidential disclosures to the Company in the future; and infringe upon certain privacy and/or proprietary rights of the Company/employees/vendor.

**PUC-IR-113**

*Reference: Docket No. 2018-0141: Semi-Annual Progress Report, filed by Hawaiian Electric on June 30, 2021 ("June 30 Progress Report"), at 1-8.*

*For Oahu, Maui, and Hawaii Island, Hawaiian Electric states:*

*"The Companies remain on-track to cumulatively deploy advanced meters to 10% of the Companies ' service territory (about 47,000 customers) by year-end (YE) 2021, 25% by YE 2022, and 45% by YE 2023." (at 1)*

*For Oahu, Hawaiian Electric states:*

*"The Companies remain on-track to cumulatively deploy advanced meters to 10% of the Oahu service territory (about 31,000 customers) by YE 2021, 25% by YE 2022, and 45% by YE 2023." (at 4)*

*For Maui, Hawaiian Electric states:*

*"The Companies remain on-track to cumulatively deploy advanced meters to 10% of the Maui County service territory (about 7,000 customers) by YE 2021, 25% by YE 2022, and 45% by YE 2023." (at 8)*

*For Hawaii Island, Hawaiian Electric states:*

*"The Companies remain on-track to cumulatively deploy advanced meters to 10% of the Hawai'i Island service territory (about 9,000 customers) by YE 2021, 25% by YE 2022, and 45% by YE 2023." (at 6)*

Please confirm that Hawaiian Electric plans to deploy the following number of advanced meters through 2023, or otherwise please update these numbers and provide new narrative answers.

	10% by 2021	25% by 2022	45% by 2023
Oahu	31,000	77,500	139,500
Maui	7,000	17,500	31,500
Hawaii Island	9,000	22,500	40,500
Total	47,000	117,500	211,500

**Hawaiian Electric Responses:**

Yes, Hawaiian Electric continues to plan to deploy the amounts of advanced meters shown in the table above through 2023.

**PUC-IR-114**

*Reference: June 30 Progress Report at 1. stating: "The Companies remain on-track to cumulatively deploy advanced meters to 10% of the Companies' service territory (about 47,000 customers) by year-end (YE) 2021, 25% by YE 2022, and 45% by YE 2023." However, smart meter manufacturers are not immune to global semiconductor, resin, and other supply chain issues impacting other industries, which risks the Companies' ability to maintain adequate inventory levels."*

Please explain if Hawaiian Electric expects any supply chain issues to directly impact inventory through 2023, and provide any relevant qualitative or quantitative details.

**Hawaiian Electric Responses:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**PUC-IR-115**

*Reference: June 30 Progress Report at 4. Docket No. 2016-0087: Application of Hawaiian Electric for approval to commit funds for the Smart Grid Foundation Project, filed by Hawaiian Electric on March 31, 2016, Exhibit B at 21 and 28. stating that Hawaiian Electric is: "in the process of onboarding external contractors to help accelerate Phase 1 advanced meter deployments and the delivery of AM I benefits to customers."*

Please explain:

- a) What contractor(s) did Hawaiian Electric select to assist with the installation of advanced meters for Phase 1;
- b) How many individual installers do the contractor(s) anticipate using for the remainder of Phase 1 meter deployment on Oahu;
- c) What deployment plan will the contractor(s) use for the remainder of Phase 1 meter deployment on Oahu, including a timeline for involvement of contractor(s) in deployment of Phase 1 meters;
- d) if Hawaiian Electric issued a Request for Quotation ("HFQ"), Request for Proposal ("RFP") or otherwise competitively source these contractors;
  - i. If so, please provide any bid materials that support selection of contractor(s);
  - ii. If not, please explain why Hawaiian Electric did not use competitive bidding;
- e) if Hawaiian Electric developed any Statement of Work or other contracting documents that set forth a scope of services that the contractor(s) will provide to Hawaiian Electric. and if so, please provide any such contracting documents;
- f) if Hawaiian Electric has considered issuing an RFQ or RFP for the installation of the remaining Phase 1 advanced meters for both Hawaii Electric Light ("HELCO") and Maui Electric ("MECO");
  - i. If so, provide a timeline of when the contractor(s) will be onboarded for HELCO and MECO;
  - ii. If not, please explain if Hawaiian Electric intends to have any contractor(s) already selected for its remaining Phase 1 advanced meter installation to also service HELCO and MECO.
- g) If Hawaiian Electric were to use contractor(s) to install advanced meters for the remainder of customers beyond those already planned for Phase 1, what the expected costs be, and compare those costs to those presented in the Smart Grid Foundation Project;
- h) If Hawaiian Electric were to use the contractor(s) to install meters on the remainder of customers beyond those already planned for Phase 1, would that take longer than if Hawaiian Electric completed the installations, and if so, please further explain why (e.g. more touchpoints, required inspections and approvals from the Companies, etc.).

**Hawaiian Electric Responses:**

- a) Henkels & McCoy ("H&M") was selected to augment Hawaiian Electric installers with the installation of advanced meters for Phase 1 (45% of the service territory).

- b) H&M currently anticipates using nine installers to assist Hawaiian Electric with advanced meter installations for the remainder of Phase 1 meter deployment on Oahu (45% of the service territory).
- c) Hawaiian Electric provides H&M with weekly deployment plans for residential-only meter deployments. These deployment plans are based on meter reading routes to maximize operational efficiencies (i.e., contiguous routes for meter installs) and takes into account the buildout of the radiofrequency (“RF”) mesh network and billing blackout periods. H&M installers will be involved with the deployment of advanced meters for the remainder of Phase 1 meter deployment on Oahu (45% of the service territory), which is planned to conclude no later than December 2023.
- d) A Request for Proposal (“RFP”) was issued for contract installers to augment Hawaiian Electric installers across HECO, MECO, and HELCO with the installation of advanced meters for Phase 1 (45% of the service territory). Bid materials supporting the selection of H&M are provided in Attachment 1 to this response and the RFP package is provided in Attachment 2.
- e) The requested contracting documents for H&M’s support of Phase 1 are provided in Attachment 3 to this response.
- f) See response to subpart d. Hawaiian Electric onboarded H&M installers for HECO, MECO, and HELCO concurrently in June 2021.
- g) If Hawaiian Electric were to use contractor(s) to install advanced meters for customers beyond those already planned for Phase 1, contractors would continue to augment Hawaiian Electric installers with residential advanced meter installations only. It is an

industry best practice for commercial meter installations to be performed by the utility's more experienced internal meter electricians for these higher revenue accounts.

[REDACTED]

The Companies have begun detailed deployment planning for a full service territory meter rollout and plan to include those details in the next semi-annual progress report on December 30, 2021.

- h) Hawaiian Electric does not have sufficient internal labor resources alone to install advanced meters to 45% of the service territory by the end of 2023 (Phase 1) or 100% of the service territory (excluding opt-outs) by the end of 2025, as referenced in PUC-IR-119c. Also, for the reasons described in subpart G above, contractors alone cannot install meters for every remaining customer in the service territory. If the Companies were to proceed with deploying advanced meters to the full service territory, the Companies would plan to continue with a hybrid of internal and contract installers.



Confidential Information Deleted  
Pursuant to Protective Order No. 35591

PUC-IR-115  
DKT NO. 2018-0141  
ATTACHMENT 1  
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Hawaiian Electric RFP 030121-05 AMI Meter Deployment



**Hawaiian  
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*AMI METER DEPLOYMENT*

# **REQUEST FOR PROPOSAL**

**RFP NO. 030121-05**



**Hawaiian  
Electric**

## **AMI Meter Deployment Request for Proposal**

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# **REQUEST FOR PROPOSAL**

Hawaiian Electric Company, Inc., together with its subsidiaries Maui Electric Company, Limited and Hawaii Electric Light Company, Inc. (collectively, the “Companies” or “Company”) hereby requests a proposal for the deployment of AMI meters for all operating companies. This Request for Proposal (“RFP”) is being sent to you and others as potential suppliers (“Potential Bidder”) of the required AMI meter deployment. Responsive proposals must be submitted consistent with the requirements set forth in this RFP.

## **PROPRIETARY RIGHTS AND CONFIDENTIALITY OF RFP**

This RFP has been prepared exclusively for the Company and is proprietary in nature. The Company reserves all copyrights for this document and its constituent parts and prohibits any unauthorized use or reproduction hereof. All or portions of this RFP and/or Attachments hereto may be designated or marked confidential (“Confidential Information”). Confidential Information shall not be disclosed to third parties without the Company’s prior written consent, except that you may disclose Confidential Information to your consultants, affiliates, attorneys or potential subcontractors who need the Confidential Information for purposes of preparing a responsive proposal, and provided that such recipient is advised of the confidentiality of the Confidential Information and is bound by agreement or otherwise to preserve the confidentiality of the same.

## **RFP DOCUMENTS**

This RFP includes and incorporates the following attached documents:

- Attachment A: Intent to Submit Bid Form
- Attachment B: Schedule of Events
- Attachment C: General Services Master Agreement
- Attachment D: Scope of Work

## **SUMMARY OF PROJECT**

### **BRIEF BACKGROUND**

The Company is a regulated electric public utility engaged in the production, purchase, transmission, distribution and sale of electricity on the islands of O’ahu, Maui, Moloka’i, Lana’i and Hawai’i. Hawaiian Electric’s Grid Modernization Strategy was created as a result of the Hawaii Public Utilities Commission’s (PUC) Order No 34281, which directed the Hawaiian Electric Companies to develop “a detailed Grid Modernization Strategy” that “will provide the comprehensive and holistic vision and context to inform subsequent review of discrete grid modernization project applications submitted by the Companies.” The Grid Modernization Strategy (GMS) is part of a proposed new planning process



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known as “Integrated Grid Planning” that integrates the needs at all levels of the system. The GMS was filed with the PUC under Docket No. 2017-0226 and approved to implement in Order No. 35268.

The Hawaiian Electric Companies are planning to implement our GMS in several phases. The first phase includes: 1) Advanced Meter deployment, 2) Telecommunications, and 3) a Meter Data Management System. The Advanced Meter Infrastructure (AMI) portion of Phase 1 will deploy a minimum of 209,460 meters across the Companies between 2021 and 2023, which is the subject of this RFP.

The purpose of this RFP is to enable the Companies to evaluate potential suppliers and ultimately select and contract with a supplier to provide the required service for the AMI meter deployment.

### **REQUIREMENTS**

Project functional and technical requirements are included in **Attachment D**.

Potential Supplier must hold a valid Hawai‘i Contractor license for the appropriate classification(s) required to perform the work that the Potential Supplier is offering to perform for this Project.

Potential Supplier must be subscribed to ISNetworld (ISN) and hold an acceptable grade to be considered for the award of this RFP. Potential Bidders who are not subscribed may do so by contacting ISN Customer Services at (800)-976-1303, or visit [www.isnetworld.com](http://www.isnetworld.com).

### **COMMERCIAL TERMS AND CONDITIONS**

Following the RFP process, the Company and the selected supplier will execute a contract (the “**Contract**”). The Contract will be based in part on the selected supplier’s Proposal and other information, if any, submitted by the supplier during the RFP process. The form of the Contract is contained in **Attachment C**. Other terms and conditions may be included in the Contract by mutual agreement of the Company and the selected supplier.

## **INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

### **PROPOSAL REQUIREMENTS, TERMS AND CONDITIONS**

#### **1. Definition of Terms and Abbreviations**

Bidder:	refers to a supplier of goods and/or services who submits a Bid in response to this RFP.
Contract:	refers to the AMI meter deployment contract to be executed by the Company and the Selected Bidder following the RFP process.
Potential Bidder:	refers to a potential supplier of goods and/or services to whom the Company has sent this RFP.





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Project:	refers to the AMI deployment as more specifically described in the “SUMMARY OF PROJECT” section of this RFP.
Proposal:	refers to a bid, quote or proposal submitted by a Bidder in response to this RFP.
Proposal Due Date:	refers to the date by which a Proposal must be delivered to the Company to be considered for this RFP, which date is identified below.
Revised Proposal:	refers to a revised Proposal submitted in accordance with the requirements of Section 5 below.
Selected Bidder:	refers to the Bidder(s) selected to provide the AMI meter deployment under this RFP.

### **2. Proposals**

- 2.1. A Proposal may only be submitted by a Potential Bidder.
- 2.2. A Potential Bidder must complete and submit the Intent To Submit Bid Form (**Attachment A**) to the contact person specified in subsection 14.1 of this RFP, **by 3 p.m. Hawai‘i standard time, February 15, 2021**, to confirm the Potential Bidder’s intention to submit a Proposal. The Company reserves the right not to consider any Proposal from a Bidder who fails to provide an Intent to Submit Bid Form by the deadline specified above.
- 2.3. The Proposal must be signed and dated by one having authority to contractually obligate the Bidder to the terms of the Proposal.
- 2.4. The Proposal is due on or before **3 p.m., Hawai‘i Standard Time, on March 1, 2021**, which date and time constitute the “Proposal Due Date”. The Company in its sole discretion may cancel or postpone the Proposal Due Date at any time by providing notice to the Potential Bidder, which notice shall be deemed an amendment of this RFP.
- 2.5. The Proposal must be delivered to and received by the Company on or before the Proposal Due Date in electronic format in accordance with the requirements as further specified below.

An electronic Proposal must be sent to the following address:

[Jayme.adonis@hawaiianelectric.com](mailto:Jayme.adonis@hawaiianelectric.com)

- 2.6. The Bidder bears sole responsibility for assuring that the electronic Proposal submitted is complete, correctly formatted, legible, and timely delivered, transmitted and received by Company.



## AMI Meter Deployment Request for Proposal

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- 2.7. Proposals that are delivered after the Proposal Due Date, or otherwise not in conformity with the requirements of this RFP, may be rejected and may not be considered at the Companies' sole discretion.
  - 2.8. The Bidder has the sole responsibility for careful review of the Proposal to correct any errors prior to submission. The Company shall be entitled to rely on the correctness and accuracy of the Proposal contents.
  - 2.9. The Bidder is responsible for proposing all products, terms and/or services that will be required for or incidental to the successful delivery of the AMI meter deployment requested in this RFP, including but not limited to products, terms, and services that may not have been specifically identified or requested in the RFP. If the Bidder's Proposal is accepted and the Bidder failed to propose any such required or incidental product, term, or service, the Bidder will be responsible for providing such product, term, or service at no additional cost to the Company.
  - 2.10. This RFP, the Selected Bidder's Proposal and all other material representations made by that Bidder in connection with its Proposal may or will be written or incorporated into the Contract between that Bidder and the Company. Thus, by submitting a Proposal, the Bidder understands and acknowledges that the Company will rely on the Proposal and all material representations made by the Bidder in selecting the Selected Bidder and in entering into the Contract, and the Bidder warrants that the statements made in the Proposal and other material representations are truthful and accurate.
  - 2.11. The Proposal constitutes an irrevocable offer to the Company if not modified or withdrawn prior to the Proposal Due Date pursuant to Sections 5 or 6, below, which shall remain open and which cannot be withdrawn by the Bidder for a period of ninety (90) days following the Proposal Due Date.
  - 2.12. Based on its evaluation of the Proposals, the Company may require some or all Bidders to answer additional follow up questions and/or submit additional information for the Company's review. The Company is not obligated to request the same follow up information from all Bidders. Following the Proposal Due Date, the Company may request or agree to product or services demonstrations from, or have discussions with, some or all Bidders.

### 3. Required Information

- 3.1. If the Bidder does not have a current Master Agreement with Hawaiian Electric Company, Inc., the Proposal shall affirmatively state that the contract terms contained in **Attachment C** are acceptable to the Bidder, or, the Bidder shall identify specifically which such terms and conditions are objectionable and shall propose substitute language for the same acceptable to the Bidder. Terms and conditions with respect to which a Bidder does not identify objections shall be deemed by the Company to be acceptable to the Bidder.
- 3.2. The Proposal must identify the legal name of the specific business entity constituting the





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Bidder. The Proposal should identify every person, consultant, entity and subcontractor who played a significant part in preparing or developing the Proposal and who the Bidder expects would be involved in providing the goods or services if selected.

- 3.3. Proposals should be concise and factually supported. All questions should be answered, but the Bidder may indicate why certain questions are not relevant for its product or services. An unanswered question may be treated as an unsatisfactory response. Questions may be answered in whole or in part as appropriate by specific cross-reference to other answers in the proposal. Such cross-references should cite the exact section, page number, and/or paragraph number of the other answer or portion thereof. Imprecise or unclear references to other sections of the Proposal, or references that do not specifically answer the question posed will be treated as an unsatisfactory response to the question. All questions must be followed immediately by its answer or reference.
- 3.4. The Proposal must include complete pricing information with respect to Scenarios 1 & 2:
  - Scenario 1 – Requirements described in Attachment D - Scope of Work
  - Scenario 2 – Requirements described in Attachment D – Scope of Work, including storage of meters, package/transport removed meters to Texas and providing WOMS data

### 4. Preparation of Proposal

- 4.1. Each Bidder has the sole responsibility for carefully reviewing the RFP and all attachments and for thoroughly investigating and informing itself with respect to all matters pertinent to this RFP, its Proposal, and its anticipated performance under the Contract. The Bidder shall have the obligation to seek clarification of any perceived ambiguities contained in this RFP prior to the Proposal Due Date. Any failure by a Bidder to do so shall be at its sole risk.
- 4.2. In preparing and submitting a Proposal, a Bidder shall not rely upon any oral statements made by the Company's employees, consultants or agents.
- 4.3. Each Bidder shall be solely responsible for and shall bear all costs incurred in its preparation of its Proposal and/or its participation in this RFP, including, but not limited to, all costs incurred with respect to the review of the RFP documents, site visits, third party consultant consultation, and investigation and informing itself with respect to matters pertaining to its Proposal and this RFP, and the same shall not be reimbursed by the Company to any Potential Bidder or Bidder, including the Selected Bidder.

### 5. Modification of Proposal

- 5.1. A Bidder may modify its Proposal at any time prior to the Proposal Due Date.
- 5.2. In order to modify its Proposal, the Bidder must submit a revised Proposal ("Revised Proposal"), clearly identified as such, which expressly supersedes and replaces the earlier Proposal from the Bidder. The Revised Proposal must identify the date of the earlier Proposal





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## **AMI Meter Deployment Request for Proposal**

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which it is superseding and replacing.

5.3. Revised Proposals are subject to all requirements of this RFP, shall not incorporate or rely upon the Proposal that it is superseding and replacing, and must be delivered to or received by the Company on or before the Proposal Due Date.

5.4. A Proposal or Revised Proposal may not be modified or revised after the Proposal Due Date.

### **6. Withdrawal of Proposals**

6.1. A Bidder may withdraw its Proposal or Revised Proposal at any time prior to the Proposal Due Date.

6.2. A Proposal will be deemed withdrawn upon receipt by the Company of a written Withdrawal of Proposal notice at the location identified in Section 2.4, above, on or before the Proposal Due Date.

6.3. Proposals that have been withdrawn pursuant to this section will not be considered by the Company and may be discarded by the Company.

6.4. A Bidder may not withdraw a Proposal or any Revised Proposals after the Proposal Due Date for any reason, including, but not limited to, errors or mistakes.

### **7. Correction of Errors in Proposals**

7.1. A Bidder may correct errors in its Proposal or Revised Proposal prior to the Proposal Due Date by modification or withdrawal of a Proposal pursuant to Sections 5 and 6, above.

### **8. Opening of Proposals**

8.1. Proposals will be opened by the Company at such date and time and in such manner as the Company, in its sole judgment and discretion, deems appropriate.

8.2. No Bidder shall be entitled to be present for the Company's opening of Proposals.

### **9. Exceptions**

9.1. A Bidder may take express exception to any term or condition of the RFP in its Proposal or Revised Proposal. All exceptions shall be clearly and separately stated, shall identify the relevant section/subsection of this RFP or its attachments, shall identify the reason(s) for taking the exception, and shall propose a clearly stated alternative.

9.2. The Company shall have the right in its sole judgment and discretion to reject any Proposal or evaluate a Proposal unfavorably based on exceptions taken by a Bidder.



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### **10. Evaluation of Proposals**

- 10.1. Proposals will be considered relative to other Proposals as well as any additional information as the Company, in its sole discretion, deems appropriate.
- 10.2. The evaluation of Proposals will be based upon criteria that the Company, in its sole judgment and discretion, believes to be in the best interest of the Company and its customers. Potential Bidders, Bidders and Selected Bidder(s) shall not be entitled to disclosure of the Company's evaluation criteria or information pertaining to the Company's actual evaluation and analysis of Proposals.
- 10.3. The Company shall have the right to reject any Proposal or Revised Proposal, which the Company, in its sole judgment and discretion, believes to be unsatisfactory or unresponsive, and may, as well, at any time up to the award of the Contract, withdraw this RFP and elect not to award the Contract.
- 10.4. Subsequent to the opening of Proposals and Revised Proposals (if any), but prior to award of the Contract, the Company shall have the right to contact any Bidder to request additional information or to clarify a Bidder's Proposal or Revised Proposal. The Company may do so without notice or disclosure to any other Bidder of such inquiry or of the information derived from such inquiry.

### **11. Award**

- 11.1. The Company shall have the right to award the Contract to the Bidder(s) that, in the Company's sole judgment and discretion, has provided a Proposal or Revised Proposal that is in the best interests and has the best value to the Company and its customers ("Selected Bidder").
- 11.2. Bidders expressly acknowledge that the Company shall have the right to award the Contract to a Bidder, notwithstanding the fact that another Bidder may have submitted a Proposal with a lower price.
- 11.3. The Company shall have the right to determine not to award the Contract, or to re-bid, restate, revise or cancel this RFP at any time.
- 11.4. The award of the Contract is anticipated to be made within 14 days following the Proposal Due Date. This is an estimation, but not a commitment by the Company.

### **12. Notification of Award**

- 12.1. The award, if any, will be announced by electronic mail to the Selected Bidder(s). The Company will provide notice to all other Bidders that their Proposals were not selected.



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12.2. The selection is provisional until execution of a Contract by the Company and the Selected Bidder. Until such time, the Company may revoke or change its selection for any reason, including but not limited to failure of the Company and the Selected Bidder to agree on final terms for the Contract.

12.3. The Company shall not be required to explain its selection of the Selected Bidder(s) to any Potential Bidder, Bidder, or other Selected Bidder(s), or explain to any Bidder why its Proposal was not selected. Bidders expressly acknowledge that they have no right to a debriefing after an award is made by the Company.

### **13. No Right to Protest or Appeal Award**

Potential Bidders, Bidders, and Selected Bidder(s) expressly acknowledge that they have no right to protest or appeal an award under this RFP.

### **14. Questions Regarding the RFP**

14.1. Any questions or communication regarding the RFP must be made in a written format (including facsimile and/or e-mail) and submitted by **February 18, 2021** to the following:

Email Address: [Jayme.adonis@hawaiianelectric.com](mailto:Jayme.adonis@hawaiianelectric.com)

14.2. The Company shall have the sole option of determining whether a response to a question is necessary or appropriate under the circumstances.

14.3. If a question is generally applicable to other Bidders or Proposals and the Company elects to respond to such a question, then the Company will provide the response to all Bidders.

14.4. A Bidders conference will be held on **February 22, 2021**. Please provide an email address for an invite.

### **15. Confidentiality of Proposals**

15.1. Bidders shall clearly identify information in their Proposals (or any Revised Proposal) that they are requesting be treated as confidential and not be disclosed outside of the Company and its employees, consultants and representatives involved with the RFP and its evaluation. Bidders shall describe with particularity the basis for such confidentiality designation and the cognizable harm to the Bidder if from any unpermitted disclosure of the information. Blanket and unsupported confidentiality designations shall not be honored by the Company. The Company shall have the right to disclose Proposals, including all information therein and otherwise submitted as part of the RFP process which is designated as confidential by the Bidder to the State of Hawaii Public Utilities Commission ("PUC") and Division of Consumer Advocacy, Department of Commerce and Consumer Affairs ("Consumer Advocate") and the respective staffs and consultants of the same. As appropriate, the Company will request that any confidential information be submitted to the PUC and/or





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Consumer Advocate pursuant and subject to a protective order. The Company may also disclose Bidder confidential information to any participant or party to any PUC docket who has agreed in writing to be bound by the terms of a protective order approved and entered by the PUC in such docket. Any statement or condition in any Proposal that attempts to restrict the Company's rights under this section shall be void.

- 15.2. No Bidder shall be entitled to a copy of any Proposal or Revised Proposal submitted by any other Bidder or any other information contained therein or provided by or with respect to any other Bidder, nor shall any Bidder or other person or entity be entitled to any information from the Company pertaining to the evaluation of Proposals under this RFP unless otherwise explicitly provided for in this RFP (e.g., through the question and answer process in Section 14).

### **16. Rights Reserved**

The Company may, at any time, in its sole discretion, postpone, withdraw and/or cancel this RFP; alter, extend or cancel any due date; and/or, alter, amend, withdraw and/or cancel any requirement, term or condition of this RFP, any and all of which shall be without any liability to the Company.

### **17. Integration**

This RFP, including all documents attached hereto or referenced herein, constitutes the entire agreement between the parties with respect to this RFP, superseding all prior and contemporaneous agreements, understandings or undertakings, oral or written with respect to the subject matter. There are no other applicable terms or conditions not found in this RFP.

### **18. Headings**

The headings used in this RFP are for convenience of reference only. They are not substantive and may not be used to interpret the agreement between the parties.

### **19. Governing Law**

This RFP is made under, governed by, construed and enforced in accordance with, the laws of the state of Hawaii. Subject to Section 13 above, any action brought with respect to the matters contained in this RFP shall be brought in the federal or state courts located in the State of Hawaii. Each party agrees and irrevocably consents to the exercise of personal jurisdiction over each of the parties by such courts and waives any right to plead, claim or allege that the State of Hawaii is an inconvenient forum or improper venue.

### **20. Acceptance of RFP Terms and Conditions by Potential Bidders**

By retaining this RFP or copies of it, and/or by submitting a Proposal, a Potential Bidder or Bidder shall be deemed to accept and consent to the terms and conditions in the RFP. If the Potential Bidder or Bidder does not accept these terms and conditions, all originals and copies of the RFP



**Hawaiian  
Electric**

### **AMI Meter Deployment Request for Proposal**

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and any portion thereof must be returned to the Company immediately to the address provided in Section 2.4. The returned materials must be accompanied by a statement that the Potential Bidder or Bidder has decided not to respond to the RFP.

Hawaiian Electric RFP Attachment A - Intent to Submit Bid

**ATTACHMENT A**  
**INTENT TO SUBMIT BID SUBMITTAL FORM**  
**Request for Proposal (RFP) # 030121-05**

BIDDER must complete this form and return it via email by the due date listed on the RFP.

If no proposal will be submitted, then the reason must be indicated by completing the requested data below. In addition, the inquiry documents must be returned with the completed form.

**Failure to comply may render the supplier ineligible for future solicitations for the type of material(s) or service(s) involved. Email completed form to:**

Jayme Lee Adonis, Purchasing Contract Manager  
[Jayme.Adonis@HawaiianElectric.com](mailto:Jayme.Adonis@HawaiianElectric.com)

Receipt of Request for Quotation No. 030121-05 covering:

**AMI Meter Deployment**

- a. Receipt of Request for Quotation is hereby acknowledged and we ( ) will,  
( ) will not, submit a proposal on or before the due date specified.

If a proposal will not be submitted, then check or complete the following as applicable:

- a. ( ) Cannot comply with specifications or scope of work.  
b. ( ) Cannot meet delivery or performance requirement.  
c. ( ) Do not currently manufacture or sell the type of item(s) or service(s) involved.  
d. ( ) Other: \_\_\_\_\_  
e. We ( ) do, ( ) do not, desire to be considered for future solicitations for the type of item(s) or service(s) involved.

Name, address (include zip code) and telephone number (include area code) of firm:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Representative Name: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Hawaiian Electric RFP Attachment B - Schedule of Events

**ATTACHMENT B**

**SCHEDULE OF EVENTS**

RFP sent to bidders	February 12, 2021
Submit Intent to Bid	Due: February 15, 2021, by 3pm HST
RFP Questions Due	Due: February 18, 2021, 3pm HST
Bidders Conference	February 22, 2021 – time TBD
Submit Proposals	Due: March 1, 2021, 3pm HST
Contract Award (tentative)	Due: March 15, 2021



**GENERAL SERVICES MASTER AGREEMENT**

THIS GENERAL SERVICES MASTER AGREEMENT (“**Master Agreement**” or “**Agreement**”) is effective as of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between HAWAIIAN ELECTRIC COMPANY, INC. (“Hawaiian Electric”), HAWAI‘I ELECTRIC LIGHT COMPANY, INC. (“Hawai‘i Electric Light”) and MAUI ELECTRIC COMPANY, LIMITED (“Maui Electric”) (collectively, “**Company**”), Hawai‘i corporations, and [INSERT full name of CONTRACTOR] (“**Contractor**”), doing business in Hawai‘i. Company and Contractor may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**W I T N E S S E T H :**

WHEREAS, Company is in the business of generating, transmitting, and distributing electrical power in Hawai‘i;

WHEREAS, Company requires certain services to be accomplished in order to maintain reliable electrical power for its customers; and

WHEREAS, Contractor represents that it is equipped and has the expertise and qualifications (including required licenses, if any) necessary to perform the particular Work (as defined herein) required by Company.

NOW, THEREFORE, in consideration of these premises and of the mutual promises contained herein, Company and Contractor agree that Contractor will perform Work (as defined below) for Company under the following terms and conditions:

**1. SCOPE OF AGREEMENT**

1.1. Purpose - The purpose of this Master Agreement is to set forth the terms and conditions applicable to the Work to be provided by Contractor pursuant to Work Authorizations or Purchase Orders issued hereunder. However, Company shall have no obligation to issue any Work Authorizations or Purchase Orders under this Master Agreement. Work Authorizations or Purchase Orders under this Master Agreement will be issued by Hawaiian Electric, Hawai‘i Electric Light or Maui Electric, individually, as stated therein. Hawaiian Electric, Hawai‘i Electric Light and Maui Electric, each as an individual company, shall have the right to exercise any rights or remedies directly against Contractor provided that such right is limited only to those Work Authorizations or Purchase Orders issued by and entered into by and between Hawaiian Electric and Contractor, Hawai‘i Electric Light and Contractor, or Maui Electric and Contractor, respectively. If a company is not specifically stated as issuing a Work Authorization or a Purchase Order, it shall have no liability in relation thereto. Contractor hereby acknowledges and agrees that it will not seek, and it has no relief or remedies hereunder against Hawaiian Electric, Hawai‘i Electric Light, or Maui Electric, if such company is not the issuer of the subject Work Authorization or Purchase Order.

1.2. Term - This Agreement shall terminate on \_\_\_\_\_, 20\_\_\_\_; provided, however, that the Agreement shall continue to be effective as to any outstanding Work Authorizations issued prior to that date.

1.3. Contract Documents - This Agreement, including all Appendices, any Work Authorization(s) issued pursuant to Section 3 (Work Authorizations), and any amendment(s) issued pursuant to Section 17.17 (Amendments), shall constitute the “**Contract Documents**.”

## **2. SCOPE OF WORK**

2.1. Description of Work - Contractor agrees to furnish all labor, tools, materials, administrative support, equipment, meals, lodging, transportation and supervision necessary to complete the work and tasks described in Section I of each executed Work Authorization (“**Work**”). The Work shall be performed in a professional and workmanlike manner, to the reasonable satisfaction of Company, in accordance with the Contract Documents.

2.2. Schedule of Work - The Work shall start and be completed as provided in each Work Authorization.

2.3. Change of Scope - No change in the scope of Work shall be effective unless documented in a written Amendment to the applicable Work Authorization duly executed by both Parties. A sample of the form that may be used for such an amendment is attached hereto as Appendix B.

## **3. WORK AUTHORIZATION PROCESS**

3.1. Request for Quote - During the term of this Master Agreement, Company may from time to time issue a Request for Quote in the form of Section I of Appendix A for certain Work to be performed by Contractor under the terms and conditions contained herein.

3.2. Contractor’s Proposal - If Contractor desires to do the requested Work, Contractor will fill out Section II of Appendix A and propose a price or price structure for the Work. Such a price quote shall constitute an affirmative representation by Contractor that it is equipped and has the expertise and qualifications (including required licenses, if any) necessary to perform the Work.

3.3. Work Authorization - If Company desires to have the Work done by Contractor, Company will issue a Work Authorization by executing Section III of Appendix A and delivering it to Contractor.

3.4. Specific Contract - Each executed Work Authorization shall constitute a specific contract, which shall be governed by the particular Work Authorization terms and this Master Agreement.

3.5. Authority to Issue - The following are the only Company individuals authorized to sign Section III of Appendix A and thereby issue Work Authorizations and may do so only up to the stated limits for each Work Authorization:

Manager or Superintendent	-	up to \$50,000
Director	-	up to \$100,000
Officer	-	up to \$1,000,000
Two Officers	-	up to \$5,000,000
(one must be the Chief Financial Officer)		
Two Officers	-	greater than \$5,000,000
(one must be the Chief Executive Officer)		

3.6. Verbal Work Authorizations - In emergency or other time-critical situations, Work may be authorized by Company under a Verbal Work Authorization by an individual listed in Section 3.5 (Authority to Issue); provided that a written Work Authorization is completed within 24 hours of the start of such Work; and provided that Contractor invoices Company no more than the amount it would charge its best customer for the same Work. Company's request for Work under a Verbal Work Authorization and the start of Work thereunder by Contractor shall constitute a specific contract, and all Work performed shall be governed by the terms and conditions of this Master Agreement.

3.7. Company-Generated Purchase Orders - For Work to be performed *for \$10,000 or less only*, the Work may be authorized by delivery of a Company-generated Purchase Order issued with express reference to this Master Agreement, provided that the scope and pricing for the Work is included in the Purchase Order or an Appendix thereto. The Purchase Order shall be signed by Contractor to signify acceptance (however, Contractor hereby agrees that its performance or beginning of performance shall constitute acceptance of the Purchase Order and the applicability and governance of this Master Agreement to the Work even if the Purchase Order was not signed by Contractor). Each Purchase Order issued hereunder shall constitute a separate contract that shall be governed by the terms of the Purchase Order and this Master Agreement. For purposes of applying this Master Agreement to Work performed in accordance with this Section, the term "**Work Authorization**" as used herein shall be construed as including such Purchase Orders.

#### 4. COMPENSATION

4.1. Price - Compensation for Work performed and expenses incurred under each Work Authorization shall be as set forth in the Work Authorization. Unless otherwise agreed, Company shall only pay travel expenses consistent with its Contractor Travel and Expense Terms, which are available online<sup>1</sup> or by hardcopy upon Contractor's request.

4.2. Invoicing - For each Work Authorization, Contractor shall submit its invoice for Work rendered on a monthly basis ("**Billing Period**"). Failure to submit invoices on a timely basis shall be grounds to deny payment of such invoices. Such invoices shall be in a form approved by Company and shall, at a minimum, show: (a) the total hours of Work for the applicable Billing Period by each Contractor employee or subcontractor ("**Workers**"); (b) the hourly rate for each Worker; (c) a description of the Work performed; and (d) an itemized list of all allowable expenditures made during the month. Upon Company's request, Contractor shall provide supporting documentation of such expenditures, including, without limitation, invoices and receipts. The invoice shall reference Company's Designated Representative, the purchase or

<sup>1</sup>[https://www.hawaiianelectric.com/prebuilt/contractors/contractor\\_travel\\_and\\_expense\\_terms.pdf](https://www.hawaiianelectric.com/prebuilt/contractors/contractor_travel_and_expense_terms.pdf)



service order number, if any, the Contract Number, the Work Authorization Number and any additional information required by the Work Authorization. All invoices should be mailed or emailed as follows:

*By Mail:*

Hawaiian Electric Company, Inc.  
P. O. Box 2750  
Honolulu, Hawai‘i 96840-0001  
Attention: Accounts Payable

Hawai‘i Electric Light Company, Inc.  
P. O. Box 2750  
Honolulu, Hawai‘i 96840-0001  
Attention: Accounts Payable

Maui Electric Company, Limited  
P. O. Box 2750  
Honolulu, Hawai‘i 96840-0001  
Attention: Accounts Payable

*By Email:*     [APIInvoices@hawaiianelectric.com](mailto:APIInvoices@hawaiianelectric.com)

NOTE:     Do not include the name of Company’s Designated Representative in the address. The ORIGINAL invoice, without attachments, must be mailed or emailed directly to Accounts Payable at one of the addresses listed above. ALL REQUIRED SUPPORTING DOCUMENTATION must be sent SEPARATELY to Company’s Designated Representative. Failure to follow this procedure may cause a delay in payment.

4.3.     Timing of Payments - Payment to Contractor shall be made as follows:

- 4.3.1.     *Electronic Payments* - For Contractors participating in Company’s electronic payment program, Company will pay properly submitted invoices within fifteen (15) days of receipt and approval.
- 4.3.2.     *ACH Payments* - For Contractors participating in Company’s Automated Clearing House (“ACH”) payment program, Company will pay properly submitted invoices within forty (40) days of receipt and approval.
- 4.3.3.     *Manual Payments* - For Contractors not participating in Company’s electronic or ACH payment programs, Company will pay properly submitted invoices within thirty (30) days of receipt and approval.

4.4.     Retained Amounts - Regardless of the payment method, Company may withhold ten percent (10%) of the amount invoiced (“**Retained Amount**”) until such time as the final payment is made.

4.5. Lien Releases - Company may require partial lien releases as a condition of payment of Contractor's invoices.

4.6. Final Payment - Final payment of all remaining amounts due Contractor, including any and all Retained Amounts, shall be made within sixty (60) days after Acceptance of all Work by Company and submission of a proper final invoice and release of claims form(s) by Contractor, a sample of which is attached as Appendix C; provided, however, that payment may be made within thirty (30) days if Company is satisfied by bond or otherwise that there are no outstanding claims against the Work.

4.7. Withholding of Payments - All payments, including the final payment, are subject to adjustment during or after termination of the Work on the basis of any final accounting that may be made by Company. Company may withhold from any payment, including the final payment: (1) any amount incorrectly invoiced; (2) any amount in dispute either because Company has found the invoice excessive or the Work performed unacceptable; (3) an amount sufficient to completely protect Company from any loss, damage or expense arising out of assertions by third parties of any claim or lien against Company because of Contractor's performance of this Agreement; and/or (4) any amounts due from Contractor to Company in connection with this Agreement.

4.8. Acceptance - For purposes of this Agreement or any Work Authorization issued hereunder, "**Acceptance**" shall be considered to occur upon completion of all Work to the reasonable satisfaction of Company, as acknowledged by Company in writing, including any and all punch list items, the submittal of documentation and as-built drawings, and any other requirements set forth in the Contract Documents. Final payment shall not itself be deemed to constitute Acceptance. Neither Acceptance of the Work nor final payment by Company shall waive any rights or remedies Company has or may have under Section 6.4 (Warranty & Correction of Work) or other applicable provisions of this Agreement or under the law or in equity.

## 5. POINTS OF CONTACT

5.1. Company's Designated Representative - "**Company's Designated Representative**" shall be appointed for each Work Authorization. Company's Designated Representative shall be the point of contact for and have the authority to speak on behalf of Company concerning all matters related to that Work Authorization, except that Company's Designated Representative shall not have the authority to amend this Master Agreement or the Work Authorization.

5.2. Contractor's Designated Representative - "**Contractor's Designated Representative**" shall be appointed for each Work Authorization. Contractor's Designated Representative shall be the point of contact for and have the authority to speak on behalf of Contractor concerning all matters related to the Work Authorization, except that the Contractor's Designated Representative shall not have the authority to amend this Master Agreement or the Work Authorization.

## 6. PERFORMANCE STANDARDS

6.1. Worker Standards - In selecting Workers to undertake the Work, Contractor shall select only those persons who are qualified by the necessary education, training and experience to

provide high-quality performance of the particular Work for which they will be responsible. Contractor shall accomplish all Work in a professional and workmanlike manner and to the reasonable satisfaction of Company. Unless a higher standard is specified in the Contract Documents, Contractor's Workers shall exercise that degree of skill and care required by the generally-accepted standards for such Work in Contractor's field.

6.2. Materials and Equipment - All materials and equipment used by Contractor in the performance of Work shall be guaranteed by Contractor to be fit for the specific purpose for which the materials and equipment are used.

6.3. Right to Reject - Due to the critical nature of Company's operations, Contractor agrees that, if Company, in its sole discretion and after reasonable consultation with Contractor, determines that any of Contractor's Workers, materials or equipment are unsuitable for the performance of the Work, or otherwise not consistent with the best interests of Company, Company may request that Contractor replace such Workers, material or equipment, and Contractor shall comply with such request promptly and at no additional cost to Company.

6.4. Warranty & Correction of Work - Contractor acknowledges its absolute responsibility for insuring that the materials, equipment and procedures used in the performance of each Work Authorization are sufficient to satisfactorily accomplish the Work and that review and approval by Company of any drawings, specifications or other documents prepared by Contractor shall not relieve Contractor or any of its subcontractors or vendors of their professional responsibility for the Work. Contractor agrees that it shall promptly correct or replace, without expense to Company, all defective or substandard materials, equipment or workmanship. Contractor shall correct such defective Work upon written notice thereof anytime such defects appear within one (1) year of Company's Acceptance of the Work ("**Warranty Period**"), even after termination of this Agreement. Contractor shall also remedy and make Company whole with respect to any consequences of Contractor's defective or substandard Work.

Company will give Contractor prompt written notice of any defective Work following discovery of such defective Work. Contractor shall commence corrective Work within twenty-four (24) hours following notification and shall continuously and vigorously pursue correction of such Work, without expense to Company, until such Work is completed to the reasonable satisfaction of Company. In addition to any other rights granted to Company hereunder, if Contractor fails to perform corrective Work in the manner and within the time stated, Company may take over the Work and perform same to completion, either directly or through a replacement contractor and may take possession of and utilize any materials or equipment that are at the Work site. Company shall be entitled to recover from Contractor any and all costs for replacement Work as well as reasonable attorneys' fees, consultants' fees, and costs necessarily incurred by Company in relation to Contractor's failure to satisfactorily complete the Work.

6.5. Performance Bond - If required by Company, Contractor shall provide a Performance Bond for the Work in an amount specified in the applicable Work Authorization. The Performance Bond shall be in a form and issued by a surety acceptable to Company and shall guarantee Contractor's full compliance with the warranty and other provisions of the Contract Documents.

6.6. Subcontracting - Contractor shall not subcontract any portion of the Work without first submitting the proposed subcontract to and receiving written approval from Company's Designated Representative, which consent may be granted or withheld at Company's sole discretion. A request to subcontract must contain the name and location of the individuals or entities to whom Work would be delegated, information on their qualifications and experience, and an estimate of the fees and expenses to be charged. Subcontracted work must comply with the applicable terms and conditions of the Contract Documents, and Contractor shall be responsible for any material deviation therefrom by its subcontractors. Company's consent to a subcontract will not relieve Contractor of responsibility for the performance of the Work in accordance with the terms and conditions of the Contract Documents.

6.7. Offshoring - Unless explicitly agreed to by Company in writing, all Workers performing Work under the Contract Documents shall be in the United States of America, and Contractor shall retain all of Company's Confidential Information within the United States of America.

## **7. RESPONSIBILITY FOR WORK**

7.1. Risk of Loss During Work - Contractor is responsible for and shall bear all risk of loss or damage to the Work and all materials, tools and equipment delivered to the Work site until completion and Acceptance of Work by Company. Company is not responsible for any loss or damage to the Work or to Contractor's materials, tools or equipment caused by any other contractor. In such case, Contractor's sole remedy shall be through the other contractor.

7.2. Precautions Against Damage - Contractor shall be responsible for taking all precautions necessary to prevent damage or injury to the Work or to the property of Contractor, Company, other contractors, any of their employees, or members of the general public. These measures shall include, without limitation, laying drop cloths, constructing shields and guard fences, and any other precautionary measures that may be warranted.

7.3. Cleanup - Contractor shall be responsible for keeping the Work site clean and for removing all rubbish, waste, debris and unused materials periodically and upon completion of the Work. If Contractor fails to perform these obligations, Company may elect to perform them or have them performed, and Contractor shall be responsible for Company's reasonable costs, multiplied by a factor sufficient to cover Company's administrative and general overhead costs.

7.4. Maintenance of Contractor Vehicles, Tools and Equipment - Contractor shall properly maintain all of the vehicles, tools and equipment that will be utilized in performing the Work such that they operate safely and free from leaks or other conditions that may cause damage to Company's premises or property. Contractor shall ensure that such vehicles, tools and equipment are in good working order and condition before bringing them onto Company's premises or the Work site. Except for emergency maintenance, Contractor shall not maintain vehicles, tools and equipment on Company's premises without prior written authorization from Company. For the purposes of this Section, the terms "maintain" and "maintenance" shall include, without limitation, washing vehicles, tools and equipment.

## **8. PLANS, DRAWINGS, SPECIFICATIONS & DOCUMENTATION**



8.1. Prior to Work Beginning - Contractor shall not begin any part of the Work that requires Contractor to perform in accordance with plans, drawings, specifications or similar documentation (“**Project Specs**”) until the Project Specs are in the possession of Contractor’s Designated Representative. Contractor shall keep one (1) copy of the Project Specs at the Work site at all times and shall produce that copy upon request of Company’s Designated Representative.

8.2. Upon Work Completion - Upon Acceptance of the Work, Contractor shall return all Project Specs to Company, after having indicated on them any changes in the as-built condition of the Work.

8.3. Discrepancies - Any discrepancy, contradiction or ambiguity within the Project Specs or between the Project Specs and the Contract Documents shall be immediately referred to Company’s Designated Representative. Company’s Designated Representative will resolve the discrepancy, contradiction or ambiguity, and the decision of Company’s Designated Representative shall be final.

## **9. LIQUIDATED DAMAGES**

If liquidated damages are included in a Work Authorization, and Contractor accepts the Work, Contractor is thereby acknowledging that time is of the essence in completing the Work, by the date specified in the Work Authorization (“**Completion Date**”), and that Company will suffer financial loss if the Work is not completed by the Completion Date. By agreeing to such a provision, the Parties recognize that proving the actual losses suffered by Company in the event the Work is not completed on time would be extremely difficult or impossible. Accordingly, instead of requiring proof of actual damages, Company and Contractor agree that, in the event the Work is not completed by the Completion Date, Contractor shall pay liquidated damages to Company in the amount specified in the Work Authorization for each calendar day beyond the Completion Date until the Work is completed. The Parties agree that this amount is not intended as a penalty, but rather, it represents the Parties’ best reasonable estimate of fair compensation for the losses that may reasonably be anticipated if such a delay occurs. For purposes of this provision, the Work shall be deemed completed upon Company’s Acceptance, as defined in Section 4.8 (Acceptance).

## **10. INSURANCE**

### **10.1. Workers’ Compensation -**

10.1.1. Contractor and anyone acting under its direction or control or on its behalf shall, at its own expense, procure and maintain in full force, at all times during the term of each Work Authorization, Workers’ Compensation and other similar insurance required by state or federal laws. In the event Contractor fails to maintain such insurance, Contractor acknowledges and agrees that it will not seek or be entitled to any coverage under Company’s insurance.

10.1.2. In addition, if Workers’ Compensation is required, Contractor and anyone acting under its direction or control or on its behalf shall, at its own expense, procure and maintain in full force, at all times during the term of each Work Authorization, Employers’ Liability Insurance with minimum limits for

bodily injury from accident of ONE MILLION DOLLARS (\$1,000,000) - each accident; for bodily injury from disease of ONE MILLION DOLLARS (\$1,000,000) - each employee; and for bodily injury from disease of ONE MILLION DOLLARS (\$1,000,000) - each policy limit.

- 10.1.3. If there is exposure for injury to Contractor's Workers under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or other laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

10.2. Commercial General Liability Insurance - Contractor and anyone acting under its direction or control or on its behalf shall, at its own expense, procure and maintain in full force at all times during the term of each Work Authorization, Commercial General Liability Insurance with a bodily injury and property damage combined single limit of at least TWO MILLION DOLLARS (\$2,000,000) for any occurrence. Such insurance will include coverage in like amount for products/completed operations, contractual liability and personal and advertising injury.

10.3. Automobile Liability Insurance - Contractor and anyone acting under its direction or control or on its behalf shall, at its own expense, procure and maintain in full force at all times during the term of each Work Authorization, Automobile Liability Insurance with a bodily injury and property damage combined single limit of at least ONE MILLION DOLLARS (\$1,000,000) per accident.

10.4. Pollution, Asbestos Abatement and/or Lead Abatement Liability Insurance - If the Work involves pollution exposure, environmental liability, asbestos abatement and/or lead abatement, Contractor shall provide proof of insurance coverage as applicable with a limit of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence.

10.5. Marine Insurance - If Contractor or anyone acting under its direction or control or on its behalf charters a marine vessel for performance of any Work, Contractor shall first provide Company with proof of Charterers' Legal Liability Insurance to be in effect during the term of the charter and insuring liabilities arising out of charter agreements on form CL 345 N/E or equivalent, with a limit of at least FIVE MILLION DOLLARS (\$5,000,000).

10.6. Other Insurance Requirements -

- 10.6.1. *Certificates of Insurance* - Concurrent with the execution of this Agreement, Contractor shall provide Company with a certificate of insurance ("COI") certifying that each of the foregoing insurance coverages is in force. If the COI is not affixed to this Agreement, Contractor shall provide a copy of the COI (and any subsequent updates) to Company's Legal Division (P.O. Box 2750, Honolulu HI 96840-001). The COI MUST reference this Master Agreement Contract Number, the Effective Date and Contractor by name. Contractor will immediately provide written notice to Company should any of the insurance policies required herein be cancelled, limited in scope or not renewed upon expiration. Receipt of any COI showing less coverage than requested is not a waiver or release of Contractor's obligation to fulfill the above requirements.

- 10.6.2. *Company as Additional Insured* - Insurance policies (except for Workers' Compensation and Automobile policies) providing the insurance coverage required herein will name Company, Company's agents and/or Company's employees as additional insureds, as appropriate. Coverage must be primary with respect to the additional insureds. Any other insurance carried by Company will be excess only and will not contribute to the insurance required herein.
- 10.6.3. *Subcontractors* - Contractor shall ensure that each of its subcontractors is either (a) named as an additional insured under the insurance policies procured by Contractor; or (b) separately covered by insurance policies equivalent in type and monetary limits as those required of Contractor. All such insurance shall be provided at the sole cost of Contractor or subcontractor.
- 10.6.4. *Waiver of Subrogation* - Contractor and anyone acting under its direction or control or on its behalf will cause its insurers (except for Workers' Compensation policies) to waive all rights of subrogation that Contractor or its insurers may have against Company, Company's agents or Company's employees.
- 10.7. Miscellaneous Insurance Terms -
  - 10.7.1. *Excess and/or Umbrella Insurance* - The limits for the coverages required herein may be satisfied through the use of umbrella and/or excess liability insurance.
  - 10.7.2. *Self-Insurance* - Self-insurance will be acceptable subject to submission of a copy of appropriate governmental authorization and qualification.
  - 10.7.3. *Claims-Made Policies* - "Claims-made" policies are not acceptable unless coverage is continued for three (3) years after completion of this Agreement.
  - 10.7.4. *Right to Modify* - Company reserves the right to add to or modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances, in which event Contractor shall comply with the modified requirements.

## 11. INDEMNITY

11.1. Damage to Property/Injury to Persons - Contractor shall indemnify, defend and hold harmless Company and Company's officers, directors and employees (and each of their heirs, successors and assigns) (the "**Indemnified Parties**") from and against all losses, damages, claims and actions, including, without limitation, reasonable attorneys' fees and costs, and all expenses incidental to such losses, damages, claims or actions ("**Indemnity Costs**"), based upon or arising out of damage to property or injuries to persons (including death) caused or contributed to by the negligence, gross negligence, willful misconduct, professional acts, errors or omissions, or other

tortious acts or omissions of Contractor or anyone acting under its direction or control or on its behalf (including subcontractors) in the course of or related to Contractor's performance under this Agreement or any Work Authorization issued hereunder (including use of any Company equipment to perform the Work); such rights to indemnification shall apply regardless of whether any act, omission, misconduct, negligence or default on the part of the Indemnified Parties contributed to the damage or injury, unless such act, omission, misconduct, negligence or default by an Indemnified Party was the sole or primary cause of the damage or injury.

11.2. Payment to Others - Contractor shall indemnify, defend and hold harmless the Indemnified Parties against Indemnity Costs arising from claims, liens or similar demands relating to payment of Contractor's subcontractors or suppliers. Company may also require satisfactory evidence from Contractor that all materials, equipment and parts supplied, work in progress, work done, finished work delivered, or service performed, for which Company has been invoiced, are free and clear of mechanics or other liens, attachments, claims and demands, charges or other encumbrances.

## 12. OWNERSHIP & CONFIDENTIALITY OF MATERIALS & INFORMATION

12.1. Ownership of Project Materials - Any and all drawings, specifications, technical information, reports, studies, documents, deliverables, materials or business information of any type whatsoever provided to Contractor by Company or prepared or developed by Contractor for or on behalf of Company ("**Project Materials**") are Company's exclusive property. Any restrictions or claims of ownership or rights that Contractor adds to or includes within the Project Materials that conflict or are inconsistent with this Section are null and void. Upon Company's request, Contractor shall provide Company with all copies of all Project Materials. Notwithstanding the foregoing, Contractor retains all of its pre-existing intellectual property rights that may be incorporated into any Project Materials.

### 12.2. Confidential Information -

12.2.1. *Scope of Confidential Information* - Each Party may have a proprietary interest or other need for confidentiality in information that may be furnished to the other during the term of this Agreement. As used herein, "**Confidential Information**" shall include all non-public information disclosed by either Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether disclosed orally or in writing, electronically or by other medium, and whether or not marked or otherwise identified as confidential. Confidential Information shall not include information if and to the extent the Receiving Party establishes that the information: (i) is part of the public domain through no act or omission of the Receiving Party; or (ii) came into the Receiving Party's lawful possession outside of the performance of this Agreement and through means other than the Disclosing Party.

12.2.2. *General Duty to Protect* - The Receiving Party agrees that it will exercise at least the same standard of care in protecting the confidentiality of the Disclosing Party's Confidential Information as it does with its own confidential information of a similar nature, but in any event, no less than



reasonable care. The Receiving Party will hold in confidence and will not use, reproduce, distribute, transmit or disclose, directly or indirectly, the Disclosing Party's Confidential Information except as permitted herein or as consented to in writing by the Disclosing Party.

- 12.2.3. *Permitted Disclosures* - The Receiving Party may disclose Confidential Information to its officers, directors, employees, professional advisors and independent contractors with a direct need to know the information for the exercise of rights and/or performance of obligations under this Agreement; provided, however, such persons or entities must be bound by written confidentiality agreements with terms and conditions that are no less restrictive than those contained herein. Confidential Information may also be disclosed by the Receiving Party pursuant to a requirement of a governmental agency, regulatory body or by operation of law; provided, however, the Receiving Party shall disclose only that portion of the Confidential Information that it is required to disclose and shall (if permitted) notify the Disclosing Party prior to such disclosure in order to permit the Disclosing Party to lawfully attempt to prevent or restrict such disclosure should it so choose. Finally, Company may disclose Confidential Information, as necessary and appropriate, to the State of Hawai'i Public Utilities Commission and/or State of Hawai'i Consumer Advocate (including their respective staffs) provided that such disclosure is made under a protective order entered in the docket or proceeding with respect to which the disclosure will be made or any general protective order otherwise applicable to the disclosure.

12.3. Information Security -

- 12.3.1. *Reasonable Safeguards* - Contractor shall maintain and enforce security procedures to safeguard Company's Confidential Information and, when applicable, Company's internal systems and data. Contractor warrants that it shall use reasonable physical and systems security measures to prevent destruction, loss, alteration or unauthorized access to, use of or tampering with Company's Confidential Information and to prevent viruses and similar destructive code from being placed in any software provided to or used by Company.
- 12.3.2. *Security Reporting* - Upon Company's request, Contractor shall provide available documentation of its information security safeguards (e.g., ISO27001 reports, SSAE 16 SOC2 Type 2 reports, third-party penetration tests and/or similar reports). If at any time during the term of this Agreement, Contractor receives a report or test indicating a critical or high-risk vulnerability to its information security systems, Contractor shall notify Company within forty-eight (48) hours and shall keep Company apprised of all mitigation steps taken to address the vulnerability.
- 12.3.3. *Compliance with Laws* - Contractor shall cause its Workers to comply, at Contractor's sole cost and expense, with all laws, rules, regulations,

reasonable practices and standards applicable to data privacy, data security and the transmission of technical or personal data.

- 12.3.4. *Security Breach* - In the event that Contractor discovers or is notified of an actual or potential breach of security related to Company's Confidential Information, Contractor shall immediately (i) notify Company of such breach, whether or not it has actually or directly compromised any of Company's Confidential Information; (ii) investigate and promptly remediate the effects of the breach, whether or not the breach was caused by Contractor; (iii) cooperate with Company with respect to any investigation or response to the breach; (iv) comply with all applicable privacy and data protection laws governing Company's or any other individual's or entity's data; and (v) to the extent such breach was caused by Contractor, provide Company with reasonable assurances satisfactory to Company that such breach or potential breach shall not recur. Contractor shall provide Company with any forensic evidence obtained as a result of its investigation and remediation of the breach. Remediation of any such breach will be at Contractor's sole expense. If any of Company's customers' or employees' Personally Identifiable Information ("PII," as defined below) was breached, notification of individuals will be at Company's discretion and Contractor's sole expense. In addition to other notification costs, Contractor shall pay for two (2) years of credit monitoring services for each individual whose PII was affected. As used herein, PII means any non-public information that identifies or is unique or traceable to a particular individual (including, without limitation, dates of birth, social security numbers, bank account numbers, credit card numbers, drivers' license numbers, passport numbers, military ID numbers, PINs or passwords); any information that may be used to track, locate or identify a computer or other electronic device capable of accessing the internet (including, without limitation, persistent identifiers such as MAC addresses and static IP addresses); and/or any other information that is so defined and protected by privacy laws.
- 12.3.5. *Data Destruction* - Within ten (10) business days after completion of the Work, unless Company requests that it be returned, Contractor shall destroy, delete and erase Company's Confidential Information by using industry standard data elimination methods used to prevent unauthorized disclosure. For PII, Contractor's destruction methods shall be consistent with Hawai'i Revised Statute 487-R. System-wide archived backups for disaster recovery/business continuity purposes may remain unaltered for the disaster recovery backup retention period. Upon completion of such data elimination, a duly-authorized representative of Contractor shall certify in writing that Contractor has fully complied with this Section and shall forward such certification to Company for its records.
- 12.3.6. *Contingency Plans* - Contractor agrees to implement and maintain, during the term of this Agreement, a business continuity plan, a disaster recovery plan, and an incident response plan ("**Contingency Plans**") appropriate for the level of risk associated with the Work under this Agreement. The Contingency

Plans shall be provided to Company upon request. Such Contingency Plans shall be updated to reflect lessons learned from real recovery events.

### **13. TERMINATION FOR CAUSE**

13.1. Conditions Allowing Termination - Company shall have the right to terminate this Master Agreement and/or any Work Authorization, in whole or in part, if at any time during the term hereof Contractor (a) fails or becomes unable to perform its obligations under the Contract Documents; (b) sells, assigns, transfers, or subcontracts all or any part of the Contract Documents without obtaining proper authorization from Company; (c) fails to commence correction of defective Work immediately after notification of defect and to continuously and vigorously pursue correction of defect until cured; (d) becomes involved in a labor problem that, in the opinion of Company, unacceptably impedes the Work; (e) makes a general assignment for the benefit of its creditors; (f) has a receiver appointed for it; or (g) becomes insolvent, files for bankruptcy or has a petition for involuntary bankruptcy filed against it. Unless otherwise agreed, termination of this Master Agreement for cause shall automatically result in termination of all outstanding Work Authorizations.

13.2. Notice Required Before Termination - Before terminating this Agreement or any Work Authorization for cause, Company shall give written notice to Contractor of the existence of grounds (“**Default**”) allowing termination for cause and of Company’s intention to exercise its termination rights if the Default is not cured to the satisfaction of Company within fifteen (15) calendar days or such longer period as may be stated in the notice. Contractor shall have the right to cure the Default during the stated time period.

13.3. Company’s Rights Upon Termination - If Contractor fails to cure the Default within the stated time period, Company may terminate this Master Agreement or any Work Authorization issued hereunder and secure such substitute services as it deems necessary to complete the Work. In the event Company acquires substitute services, Contractor agrees to pay Company, upon demand, any increase between what Contractor would have been paid had it completed the Work itself and what the substitute services actually cost Company.

### **14. TERMINATION FOR CONVENIENCE**

14.1. Company’s Rights - Company shall have the right to terminate this Master Agreement and/or any Work Authorization, in whole or in part, at any time and for any reason, at the sole discretion of Company, by giving written notice to Contractor. Termination of this Master Agreement shall automatically result in termination of all outstanding Work Authorizations. Upon receiving notice of termination under this Section, Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall not place any further orders for services or materials related to the terminated Work. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to Company, all orders or subcontracts related to the terminated Work.

14.2. Termination Prior to Commencement of Work - If this Master Agreement or a Work Authorization is terminated for Company's convenience prior to Contractor's having commenced the applicable Work, no payment shall be made to Contractor.

14.3. Termination After Commencement of Work - If this Agreement or a Work Authorization is terminated for Company's convenience after Contractor has commenced the Work, Contractor will be reimbursed for any costs that it has actually incurred, including administrative and general overhead costs and demobilization costs, determined in accordance with generally-accepted accounting principles, plus an amount equal to ten percent (10%) of those costs to account for profit; provided, however, if compensation under a Work Authorization is on a time and expenses basis, Contractor will be compensated for Work actually accomplished prior to the notice of termination at the rates and profit level specified in the Contract Documents. Notwithstanding the above, Company shall not pay for time, expenses and/or costs that are, as determined solely in Company's reasonable discretion, excessive, given the total Work actually completed prior to notice of termination.

14.4. Contractor's Duty to Mitigate - Contractor agrees that it has an affirmative duty to mitigate its damages upon termination of this Master Agreement or a Work Authorization for Company's convenience.

## 15. FORCE MAJEURE

15.1. Definition - The term "**Force Majeure**" shall mean any cause that is beyond the control and without the fault or negligence of the Party affected, was not reasonably foreseeable at the time this Agreement was entered into, and is unable to be overcome by reasonable efforts of the Party affected, including, without limitation, fire, flood, landslide, lightning, earthquake, hurricane, tornado, storm, volcanic eruption, strike, theft, casualty, war, invasion, civil disturbance, explosion, acts of public enemies or sabotage.

15.2. Excuse of Performance - Notwithstanding anything in this Agreement to the contrary, a Party unable to perform its obligations due solely to a Force Majeure shall be excused from performance of those obligations for such time as the Force Majeure prevents performance. Such affected Party shall make reasonable efforts to resume performance as soon as possible. During any time in which a Party is relying on a Force Majeure to excuse its performance, the other Party shall be excused from its corresponding obligations hereunder. A Party asserting Force Majeure shall immediately, or as soon as reasonably possible, notify the other Party of its inability to perform, the basis for same, and an estimate of when it expects to be able to resume performance (and shall periodically update such estimate while the Force Majeure persists). Except as may be otherwise agreed, in the event such non-performance continues for a period of ninety (90) calendar days or more, either Party may terminate this Agreement and/or any affected Work Authorizations by giving written notice to the other Party.

## 16. LAWS, REGULATIONS & PUBLIC ORDINANCES

16.1. Compliance - Contractor shall comply with all applicable federal, state and local statutes, regulations and public ordinances pertaining to the Work. In addition, Contractor shall obtain, at its own expense, any and all licenses and permits required for the performance of the Work. Contractor shall indemnify and defend Company from any liability, fines, damages, costs



or expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Contractor's failure to comply with this Section (Laws, Regulations & Public Ordinances).

16.2. Taxes & Employee Benefits - Contractor shall comply with all applicable federal and state tax laws and regulations. Contractor assumes exclusive liability for all (1) employee taxes, wages, employer contributions, dues, premiums and/or fringe benefits imposed by any Federal or State laws or by any employment contract, collective bargaining agreement, labor agreement, employee pension or benefit plan and/or established custom, including any and all interest and penalties payable as a result of nonpayment or noncompliance; and (2) gross receipts, sales, use, excise, transportation, privilege, occupational, property and other taxes applicable to services, materials and supplies furnished in connection with the Work, which the Contractor is required by law to pay, including any and all interest and penalties payable as a result of nonpayment or noncompliance. The contract price shall include all aforementioned taxes and fees except Hawai'i general excise tax, which may be passed onto Company if it is separately listed on Contractor's invoices.

16.3. Safety and Health Regulations - Contractor shall comply with all federal, state and local laws and regulations pertaining to health, safety, sanitary facilities and waste disposal. Contractor shall meet all requirements of the Occupational Safety and Health Act of 1970 (OSHA), including all amendments. Contractor shall also comply with any standards, rules, regulations and orders promulgated under OSHA and particularly with the agreement for state development and enforcement of Occupational Health and Safety Standards as authorized by Section 18 of the Act.

16.4. Employment Practices - To the extent applicable, Contractor shall comply with the following:

16.4.1. *Equal Employment Opportunity* - (Applicable to all contracts of \$10,000 or more in the whole or aggregate. 41 C.F.R. 60-1.4 & 41 C.F.R. 60-741.5(a).) Contractor is aware and fully informed of Contractor's responsibilities under Executive Order 11246 (reference to which includes amendments and orders superseding, in whole or in part) and shall be bound by and agrees to the provisions as contained in Section 202 of said Executive Order and the Equal Opportunity Clause as set forth in 41 C.F.R. 60-1.4 and 41 C.F.R. 60-741.5 (a), and for construction contracts, 41 C.F.R. 60-4.3, which clauses are hereby incorporated by reference.

16.4.2. *Equal Opportunity for Veterans* - (Applicable to each federal government contract of \$100,000 or more for the purchase, sale or use of personal property or non-personal services (including construction). 41 C.F.R. 60-300.4.) If applicable, Contractor agrees that it is, and shall remain, in compliance with the rules and regulations promulgated under The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, including the requirements of 41 C.F.R. 60-300.5(a), which are incorporated herein by reference.

16.4.3. *Employee Rights under the National Labor Relations Act* - (Applicable to (i) all prime contracts of \$100,000 or more and (ii) subcontracts of \$10,000 or more resulting from solicitations issued on or after June 21, 2010). If

applicable, Contractor agrees that it shall comply with Executive Order 13496 (Notification of Employee Rights under Federal Labor Laws) and 29 C.F.R. Part 471 regarding employees' rights under the National Labor Relations Act to form, join and assist a union and to bargain collectively with their employers.

16.5. Environmental Compliance -

16.5.1. *General Compliance* - Contractor shall comply with all applicable environmental laws. "**Environmental Laws**" means all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, directives, interpretations, and conditions of approval, all legislative, administrative or judicial orders, decrees, requirements, rulings or judgments, and all guidelines, permits, licenses, authorizations, approvals or entitlements or rules of common law that currently are in effect or that in the future may be enacted, adopted, issued, amended or modified, pertaining to the protection of the environment or human health or safety.

16.5.2. *Hazardous Substances* - At all times during the performance of the Work, Contractor shall be solely responsible and liable for the cleanup of all fuel spillage and leakage and the removal, remediation or cleanup of, and any other necessary response to, all Hazardous Substances used or released during or in connection with the Work. Any claim for fines or costs assessed by any government entity for cleanup of Company's property, or the removal, remediation or cleanup of, and any other necessary response to, Hazardous Substances associated or in connection with Contractor's Work shall be paid by Contractor. "**Hazardous Substances**" means and includes any chemical, substance, material, object, condition, waste, living organism or combination thereof that is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectious or other harmful or potentially harmful properties or effects. "**Hazardous Substances**" also includes, without limitation, petroleum hydrocarbons, including crude oil or any fraction thereof, asbestos, radon, polychlorinated biphenyls, methane and all substances that now or in the future may be defined as "Hazardous Substances," "Hazardous Waste," "Extremely Hazardous Waste," "Hazardous Material" or "Toxic Substances," or any similar substances that are otherwise listed, defined or regulated in any manner pursuant to any Environmental Law.

16.6. Export Control Laws - Contractor agrees to comply with all applicable U.S. export control and sanctions laws and regulations including, without limitation, the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulations, 22 C.F.R. 120 *et seq.*; the International Emergency Economic Powers Act, 50 U.S.C. 1701 *et seq.*; and the Export Administration Regulations, 15 C.F.R. 730-774, including the requirement for obtaining any export license or agreement, if applicable. Contractor shall not export or re-export any personal computer systems, part, technical data (as that term is defined in U.S. export regulations) or sub-

elements under this Agreement, directly or indirectly, to any destination prohibited by the United States Government.

16.7. Drawings and Specifications - It is the intent of Company to have all plans, drawings, specifications or similar documentation (“**Project Specs**”) relating to the Work comply with applicable statutes, regulations, general orders of the State of Hawai‘i, Company Tariffs and local ordinances. If Contractor discovers any discrepancy or conflict between the Project Specs and any applicable legal requirements, Contractor shall immediately report the problem in writing to Company’s Designated Representative.

## 17. MISCELLANEOUS

17.1. Authority - Each Party represents and warrants that it has the full power and authority to enter into and perform this Agreement and that the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement, understands it and agrees to be bound by it.

17.2. Assignment - Neither Party shall have the right to assign any of its rights, duties or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other Party.

17.3. Regulatory Approvals - This Agreement and any Work Authorization issued hereunder may be contingent upon governmental and regulatory approvals, including those of the State of Hawai‘i Public Utilities Commission.

17.4. Further Assurances - If either Party determines that any further instruments, assurances or other things are necessary or desirable to carry out the terms of this Agreement, the other Party will execute and deliver all such instruments and assurances and do all things reasonably necessary or desirable to carry out the terms of this Agreement.

17.5. Notices - All notices, consents and waivers under this Agreement shall be in writing and will be deemed to have been duly given when (a) delivered by hand; (b) sent by email (provided receipt thereof is confirmed in writing by recipient); (c) sent by certified mail, return receipt requested; or (d) when received by the addressee, if sent by a nationally-recognized overnight delivery service, to the appropriate address(es) set forth below (or to such other address(es) as a Party may later designate by notice):

### 17.5.1. If to Company –

By Mail:	Hawaiian Electric Company, Inc. P.O. Box 2750 Honolulu, Hawai‘i 96840-0001 Attention: Manager of Purchasing (CP11-VP)
	Hawai‘i Electric Light Company, Inc. P.O. Box 2750 Honolulu, Hawai‘i 96840-0001 Attention: Manager of Purchasing (CP11-VP)

Maui Electric Company, Limited  
P.O. Box 2750  
Honolulu, Hawai'i 96840-0001  
Attention: Manager of Purchasing (CP11-VP)

& Hawaiian Electric Company, Inc.  
P.O. Box 2750  
Honolulu, Hawai'i 96840-0001  
Attention: Director of Legal Division (AT11-NC)

By Hand or Overnight

Delivery: Hawaiian Electric Company, Inc.  
220 South King Street  
Suite 1190  
Honolulu, Hawai'i 96813  
Attention: Manager of Purchasing (CP11-VP)

Hawai'i Electric Light Company, Inc.  
220 South King Street  
Suite 1190  
Honolulu, Hawai'i 96813  
Attention: Manager of Purchasing (CP11-VP)

Maui Electric Company, Limited  
220 South King Street  
Suite 1190  
Honolulu, Hawai'i 96813  
Attention: Manager of Purchasing (CP11-VP)

& Hawaiian Electric Company, Inc.  
1001 Bishop Street  
Suite 1100  
Honolulu, Hawai'i 96813  
Attention: Director of Legal Division (AT11-NC)

By Email: [melissa.delacruz@hawaiianelectric.com](mailto:melissa.delacruz@hawaiianelectric.com)  
& [legalnotices@hawaiianelectric.com](mailto:legalnotices@hawaiianelectric.com)

17.5.2 If to Contractor –

By Mail: [INSERT ADDRESS]

By Hand or  
Overnight  
Delivery: [INSERT ADDRESS]

By Email: [INSERT ADDRESS]



Or to whomever else the Parties may designate by notice pursuant to this Article 17.5.

17.6. Access to Records - Upon request, Contractor shall make available for inspection and audit by Company, in Honolulu, Hawai'i, any and all records and/or documents relating to Work performed under this Agreement. This Section shall survive for a period of two (2) years after the completion of all Work.

17.7. Promotional Limitation - Contractor agrees that it will not, without written authorization of Company, use Company's name for the purpose of promotion, including, without limitation, references to Company in press releases, lists of customers or other material advertising that Company uses Contractor's products or services.

17.8. Company Rules - When on Company premises or carrying out duties for Company, Contractor's Workers shall comply with all applicable provisions of Company's Corporate Code of Conduct, Security Regulations, Information Resources Policy, Safety and Health Manual, and other Company policies, practices and procedures that Company personnel and Contractors are now or during the Work asked to follow. Such policies, practices and procedures are available online<sup>2</sup> or by hardcopy upon Contractor's request. Contractor shall advise its Workers of these policies, practices and procedures and secure their consent to abide by these policies, practices and procedures prior to the commencement of Work. Unless otherwise agreed, Contractor's Workers shall observe the working hours of Company while working on Company's premises.

17.9. Access & Screening Requirements - If the Work requires access to Company's premises, remote access to Company's information technology systems, or a Company identification badge, Contractor's Workers may be subject to the following:

17.9.1. *Background Checks* – Workers may be required to undergo a criminal history background check, at Company's expense and through Company's approved provider, which shall be good for a period of one (1) year.

17.9.2. *Environmental Orientation* – Workers may be required to attend an environmental orientation program, lasting no more than one-half day and presented by the Company, to familiarize Workers with basic housekeeping requirements while performing services on Company property. If required, the orientation must be repeated every year.

Such requirements do not relieve Contractor of any compliance or performance obligations hereunder. Further, for services for which the price is fixed or "lump sum," Contractor shall not

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<sup>2</sup> Code of Conduct - [https://www.hawaiianelectric.com/Prebuilt/contractors/code\\_of\\_conduct.pdf](https://www.hawaiianelectric.com/Prebuilt/contractors/code_of_conduct.pdf)

Information Resources Policy (password C0n7rac7Er!) -

[https://www.hawaiianelectric.com/prebuilt/contractors/information\\_resource\\_policy.pdf](https://www.hawaiianelectric.com/prebuilt/contractors/information_resource_policy.pdf)

Safety & Health Manual - [https://www.hawaiianelectric.com/prebuilt/contractors/safety\\_and\\_health\\_manual.pdf](https://www.hawaiianelectric.com/prebuilt/contractors/safety_and_health_manual.pdf)

Security Requirements - [https://www.hawaiianelectric.com/prebuilt/contractors/security\\_requirements.pdf](https://www.hawaiianelectric.com/prebuilt/contractors/security_requirements.pdf)



be entitled to a change order or other amendment to increase the contract price as a result of compliance with this Section.

17.10. Patents and Copyrights - Contractor agrees that, in performing the Work, it will not use any process, program, design, device or material that infringes on any United States patent or copyright or any trade secret agreement. Contractor agrees to indemnify, defend and hold harmless Company from and against all losses, damages, claims, fees and costs (including, without limitation, reasonable attorneys' fees and costs) arising from or incidental to any suit or proceeding brought against Company for patent, copyright or trade secret infringement relating to Contractor's Work. Company shall promptly notify Contractor of any such suit or proceeding and shall assist Contractor in defending the action by providing any necessary information.

17.11. Governing Law, Jurisdiction & Venue - This Agreement and all Work Authorizations hereunder are made under and shall be governed by and construed in accordance with the laws of the State of Hawai'i, without regard to choice of law principles. Any dispute arising out of this Agreement, however defined, shall be brought in the State of Hawai'i in a court of competent jurisdiction, and each Party agrees and irrevocably consents to the exercise of personal jurisdiction by such courts and waives any right to plead, claim or allege that the State of Hawai'i is an inconvenient forum or improper venue. Notwithstanding the foregoing, Company may elect to submit any such dispute to binding arbitration pursuant to the commercial arbitration rules of Dispute Prevention & Resolution, Inc. or the American Arbitration Association then in effect, in which case the Parties agree that the arbitration shall take place in the State of Hawai'i.

17.12. Limitation on Actions - Contractor must commence any claim against Company within one (1) year after the cause of action or claim accrues.

17.13. Attorneys' Fees and Costs - If there is a dispute between the Parties and either Party institutes a lawsuit, arbitration, mediation or other proceeding to enforce, declare or interpret the terms of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

17.14. Cumulative Remedies - No rights or remedies herein conferred upon or reserved to either Party are intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement or under applicable law.

17.15. Non-Waiver - The failure at any time of either Party to enforce any of the provisions of this Agreement or any Work Authorization, or to require at any time performance by the other Party of any of the provisions, shall in no way be construed to be a waiver, affect the validity or otherwise prevent future enforcement of such provisions.

17.16. Entire Agreement - The Contract Documents shall constitute the entire understanding between the Parties relating to the subject matter thereof, superseding all prior or contemporaneous understandings, oral or written. The Parties have entered into this Agreement in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any extraneous oral or written representations or information.

17.17. Amendments - Any amendment or modification of this Agreement or any Work Authorization issued hereunder shall not be valid unless in writing and signed by both Parties. Appendix B is an example of an acceptable form for a Work Authorization amendment. Any waiver of rights shall not be valid unless in writing and signed by the Party against whom waiver is asserted.

17.18. Survival of Obligations - The following provisions shall survive the expiration or termination of this Agreement: Section 6 (Performance Standards), Section 10.6.4 (Waiver of Subrogation), Section 11 (Indemnity), Section 12 (Ownership & Confidentiality of Materials & Information), Section 13.3 (Company's Rights Upon Termination), Section 14.4 (Contractor's Duty to Mitigate), Section 16 (Laws, Regulations & Public Ordinances) and Section 17 (Miscellaneous).

17.19. Severability - If any term or provision of this Agreement, or the application thereof to any person, entity or circumstance, is found to be invalid or unenforceable, the remainder of the Agreement, and its application to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

17.20. Hierarchy of Documents - In the event of a conflict between this Agreement, a Work Authorization, a Statement of Work ("SOW"), a Change Order and/or an Attachment or Exhibit to any of the foregoing, precedence shall be in the following order, unless otherwise agreed upon in writing by both Parties: Agreement, Work Authorization, SOW, Change Order. Attachments and Exhibits shall be given precedence immediately after the document to which they are attached.

17.21. Negotiated Terms - The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against either Party by reason of the extent to which any Party or its professional advisors participated in the preparation of the Agreement.

17.22. Relationship of the Parties - Contractor shall act solely as an independent contractor of Company. Nothing in this Agreement shall be deemed to designate either Party hereto as partner, agent or representative of the other Party or to create any fiduciary relationship between the Parties. All employees of Contractor will work under the supervision of Contractor and not act as Company's agents or servants for any purpose.

17.23. No Third-Party Beneficiaries - Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision hereof. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and permitted assigns.

17.24. Counterparts and Electronic Signatures - This Agreement and any subsequent writings, including amendments, may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument binding all Parties. Duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded, and the remaining pages assembled as one document. This Agreement and any subsequent

writings, including amendments, may be executed and delivered by exchange of executed copies via email or other acceptable electronic means or formats (*e.g.*, DocuSign, Adobe PDF). A Party's signature transmitted by email or other acceptable electronic means or formats shall be considered an original signature that is binding and effective for all purposes.

*-Signatures on next page-*

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be signed by appropriate representatives of each.

**HAWAIIAN ELECTRIC COMPANY, INC.**  
("COMPANY")

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**HAWAII ELECTRIC LIGHT COMPANY, INC.**  
("COMPANY")

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**MAUI ELECTRIC COMPANY, LIMITED**  
("COMPANY")

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[INSERT full name of CONTRACTOR]**  
("CONTRACTOR")

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPENDIX A**

**GENERAL SERVICES WORK AUTHORIZATION**

WORK AUTHORIZATION NO. \_\_\_\_\_  
PURCHASE ORDER NO. \_\_\_\_\_  
GSMA CONTRACT NO. \_\_\_\_\_

**I. REQUEST FOR QUOTE**

Under the terms and conditions of the General Services Master Agreement, dated \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Contractor”) and **HAWAIIAN ELECTRIC COMPANY, INC., HAWAI’I ELECTRIC LIGHT COMPANY, INC., and MAUI ELECTRIC COMPANY, LIMITED** (each referred to as a “Company”),

Check as applicable (choose only one company):

- ☐ **HAWAIIAN ELECTRIC COMPANY, INC. or**  
☐ **HAWAI’I ELECTRIC LIGHT COMPANY, INC. or**  
☐ **MAUI ELECTRIC COMPANY, LIMITED**

hereby requests a proposal from Contractor to perform the following work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Performance Bond Required? Yes\_\_ No\_\_ Amount: \_\_\_\_\_  
*See Section 6.5 (Performance Bond) of Master Agreement.*

Liquidated Damages Applicable? Yes\_\_ No\_\_ Amount: \_\_\_\_\_  
*See Section 9 (Liquidated Damages) of Master Agreement.*

Dated: \_\_\_\_\_

**II. CONTRACTOR’S PROPOSAL**

Contractor hereby proposes to perform the Work described above, for the following amount:

Total estimated cost is \_\_\_\_\_.  
Total estimated man-hours required are \_\_\_\_\_.  
Work will begin no later than \_\_\_\_\_.  
Work will be completed on or before \_\_\_\_\_.  
Contractor’s Designated Representative for this Work will be \_\_\_\_\_.



Dated: \_\_\_\_\_ Authorized Representative of Contractor: \_\_\_\_\_

### **III. WORK AUTHORIZATION**

Contractor's foregoing Proposal is accepted. Contractor is authorized to perform the Work as proposed.

Company's Designated Representative for this Work will be \_\_\_\_\_.

COMPANY:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX B

AMENDMENT NO. \_\_\_\_\_  
TO WORK AUTHORIZATION NO. \_\_\_\_\_  
GSMA CONTRACT NO. \_\_\_\_\_

[DELETE all but ONE: HAWAIIAN ELECTRIC COMPANY, INC. or HAWAII ELECTRIC LIGHT COMPANY, INC. or MAUI ELECTRIC COMPANY, LIMITED]  
("Company") and \_\_\_\_\_ ("Contractor") agree to amend Work Authorization No. \_\_\_\_ of the General Services Master Agreement, effective as of \_\_\_\_\_, 20\_\_ ("Master Agreement"), as follows:

Previous total not-to-exceed amount \$ \_\_\_\_\_  
for Authorization No. \_\_\_\_

Total (not-to-exceed) cost for \$ \_\_\_\_\_  
Amendment No. \_\_\_\_

New total not-to-exceed amount for \$ \_\_\_\_\_  
Authorization No. \_\_\_\_

\_\_\_\_\_ is Company's Designated Representative for this Work.

Except as provided herein, the terms of said Master Agreement shall remain in full force and effect and are incorporated by reference herein.

Please sign both copies of this document and return both to Company. We will endorse and return one copy to you for your files.

THE ABOVE AMENDMENT IS ACCEPTED BY:

COMPANY:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**CONTRACTOR'S REQUEST FOR FINAL PAYMENT  
AND RELEASE OF CLAIMS**

TO: \_\_\_\_\_ (“Company”)  
FROM: \_\_\_\_\_ (“Releasor”)  
PROJECT: \_\_\_\_\_ (“Project”)

Releasor does hereby request Final Payment in the amount of \$\_\_\_\_\_. In consideration of payment in full of this amount, as well as progress payments made to date in the amount of \$\_\_\_\_\_, for labor, materials, equipment and supplies furnished by Releasor in the improvement of the real property described above, Releasor does hereby release and waive all liens and claims that it now has, or may hereafter have, for furnishing such labor, materials, equipment and supplies. Such liens and claims shall include, but shall not be limited to: (1) any mechanic's or materialman's liens against the leasehold or fee simple title in and to such real property and Project; (2) any right to assert or claim any such mechanic's or materialman's liens; (3) any equitable liens; (4) any right to assert a claim under any labor or material payment bond, if any, issued for the benefit of Company or any other person or entity in connection with the Project; and (5) any right, if any, to assert a claim to any construction funds held by Company or its Banker. This release and waiver is for the benefit of, and may be relied upon by Company and the owner of the fee simple title in and to such real property (if not Company) and their respective successors and assigns.

For the foregoing consideration, Releasor further warrants and represents that it has fully and duly paid for all labor, materials, equipment and supplies used or furnished by it in connection with the Project to all persons or entities who have furnished labor or materials on the Project under it (including, without limitation, all subcontractors, lower level subcontractors, materialmen, and material supply houses), and hereby covenants and agrees to indemnify Company and the owner of the fee simple property (if not Company), and each of them, for and against any and all loss, liability, or expenses (including reasonable attorneys' fees) that may be sustained or incurred by any of them for any failure of Releasor to make such payments. Releasor has attached hereto copies of Lien Releases executed by each person or entity that has furnished labor or materials on the Project, evidencing the extent of payments made to date and any outstanding balance owed.

Executed in \_\_\_\_\_ (City & County) of Hawai'i, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RELEASOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Hawaiian Electric RFP Attachment D - Contractor Scope of Work v.021321

**ATTACHMENT D**

**SCOPE OF WORK**

**Request for Proposal (RFP) #030121-05**

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## 1. Project Overview

### 1.1 Purpose

This Statement of Work (SOW) defines a business transaction between (“Installer”) and Hawaiian Electric Companies (“the Companies”) in which the former will provide installation services (Work) related to the Companies’ deployment of advanced meters to its residential customers. This document establishes the Scope of the Work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties.

This SOW is subject to any terms and conditions in the corresponding Master Services Agreement (MSA) between installer and the Companies and is made a part thereof. To the extent that there are any conflicts or inconsistencies between this SOW and the MSA, the provisions of the MSA shall govern and control unless alternate provisions are expressly provided herein. This SOW supersedes any prior proposal, written or oral.

### 1.2 Scope

Installer shall exchange electric meter with Landis+Gyr’s AML meter for one of the following deployment scenarios:

#### Scenario 1 (Partial Residential)

Island	2021	2022	2023
Oahu	24,000	34,000	25,000
Maui, Lanai, Molokai	0	0	0
Hawaii	4,000	6,000	3,000
<b>Totals</b>	<b>28,000</b>	<b>40,000</b>	<b>28,000</b>

#### Scenario 2 (Full Residential)

Incremental Advanced Meter Installations			
Island	2021	2022	2023
Oahu	39,000	57,000	43,000
Maui, Lanai, Molokai	11,000	17,000	7,000

Hawaii	13,000	19,000	8,000
<b>Totals</b>	<b>63,000</b>	<b>93,000</b>	<b>58,000</b>

The start date for the project is expected as early as April 2021, but no later than May 2021.

These services shall be accomplished according to the specifications contained in this Statement of Work.

### **1.3 Key Assumptions**

The provisions of this Statement of Work are based on the following assumptions. If these assumptions are not valid, both the cost and schedule of this project may be impacted.

- Installer will coordinate with the Companies on all route planning
- No electric meter exchanges will take place during the Companies' billing window; assume billing window duration is 3 days
- All installation work will take place Monday through Friday 8AM to 4PM unless agreed upon in advance with the Companies
- If the Companies' safety processes are more stringent than Installer's, then Installer will adopt the Companies' policies.

### **1.4 Critical Success Factors**

Critical success factors for the Project are listed below to ensure expectations are managed properly between the Installer and the Companies.

- Development and active management of a mutually agreeable implementation schedule
- Mutual adherence to the content and proactive management of any change regarding this statement of work.
- Implementation of AMI meter hardware according to Landis+Gyr specifications
- Deployment of AMI meters in a contiguous manner

## **2. Project Requirements and Responsibilities**

### **2.1 Overview**

This section pertains to project responsibilities related to the meter exchange scope.

### **2.2 Project and Safety Management**

- Installer shall provide a full-time supervisor to manage the project resources, interface with the Companies, and the Companies' customers
- Installer shall have on-site, designated safety representative (who may also act as full-time site project manager) who has demonstrated experience managing safety on projects with similar scope, including: work site audits, safety meeting management,

conducting incident investigations, managing drug and alcohol policy and testing; work will be managed in accordance with the Companies' Safety requirements

- Installers must attend the Companies' Safety class as well as instructional class on meter replacements, working with meter paperwork and completing the work order on the iPad
- Installer is responsible for incorporating estimated installation downtime due to inclement weather into its schedule and rates
- Installer will develop plan for how it will manage a work stoppage that is the fault of the Companies; examples include stoppage due to inadequate material supply, or other delays that may affect deployment
- Installers assigned this work must have attained an electrical Journeyman level
- The Companies' preference is for the Installers to source resources from IBEW Local 1186

### **2.3 Tools / Materials / Uniforms / Vehicles**

- Installer shall provide all PPE equipment, vehicles, hand tools, and professional services as required to support the meter exchange tasks except as noted below for tamper-evident meter seals, penetrox or similar lubricant, doorhangers. The Companies will also provide the necessary IT hardware required to facilitate daily scheduling through Click and processing by Installers via the Syclo work management application
- Installer shall provide all required PPE for their employees, including but not limited to, gloves, hard hats, eyewear, fire-retardant clothing, dog sticks etc., and perform ongoing inspection and replacement as needed
- Installer will provide a working cell phone, radio device or cellular enabled hand-held device to its own employees for two-way communication with the Companies' personnel
- Installer will provide company ID badge to installers with company and employee name
- Installer will provide uniforms to installers that clearly identify the Installer company name
- Installer will provide vehicles leased or owned by the Installer that are in good working order, appearance, and are clearly marked as the Hawaiian Electric Companies approved contractors and provide a vehicle listing. These vehicles shall be able to be secured if equipment and/or tools will be stored in them. The Companies reserves the right to inspect the vehicles and provide an opinion whether the vehicles are adequately secure. If the vehicles are not deemed adequately secure, the Companies may advise the Meter Installer to improve security
- The Companies will provide all rings, seals, and tension clips-tamper-evident meter seals, meter pullers, penetrox or similar lubricant and doorhangers. The Companies will also provide the necessary IT hardware required to facilitate daily scheduling through Click and processing by Installers via the Syclo work management app.

## **2.4 Drug Screen and Background Check**

- Installer must complete a criminal history background check at its expense on all employees before starting work. At a minimum, background checks must include:
  - Motor vehicle record (MVR) check
  - Nationwide criminal background check
  - Sexual offender background check
  - 7-panel drug test
- Installer must pass all necessary criminal background checks to be able to be brought on as a Companies authorized contractor
- No Installer employee, subcontractor or subcontractor employee who has a felony criminal history, is under indictment, has criminal charges pending, fails drug screening, or has a MVR that indicates unsafe driving habits shall be allowed to perform services related to this SOW or Agreement

## **2.5 Training**

- Installer shall complete Companies led standard safety and installation training with its installers before beginning work
- Installers shall complete a half-day the Companies led training session on tamper detection to performing field installations.

## **2.6 Reporting**

Installer will submit a weekly and monthly status report including:

- Deployment Metrics
- Safety Metrics
- Customer Claims Review
- Customer Claims Metrics
- Supplies Inventory Review
- Meter Installs Remaining
- Installation Audits
- Future Deployment Schedule

## **2.7 Invoicing**

Installer will provide evidence of work completed with each invoice submitted to the Companies that may be used to verify work completion. Invoices shall be submitted only against specific line items in the Companies' Purchase Order to the Installer and described using the exact language in the appropriate purchase order line item.

For Unit-Based Invoicing, the following items shall be provided as evidence of completion with each invoice:

- Dates installed
- Quantity of advanced meters deployed, by type

- Installation rate, by type
- Total quantity and cost for period
- Evidence of installation
- Evidence of completed audits

## **2.8 Installation Support Services**

- The Companies would like Installers to describe and submit their warehousing and will provide all warehousing and inventory management capabilities; if no capabilities exist, the Companies can provide this service
- The Companies would also like Installers to describe and submit their call center infrastructure and ability to conduct all call center activities, including but not limited to setting appointments, and receiving / processing customer claims; if no capabilities exist, the Companies can provide this service

## **2.9 Claims Management**

- Installer and the Companies agree to act in good faith to define responsibility and compensation for customer claims or lost / damaged meter in its possession
- Installer is expected to pay compensation for valid customer claims that result from work practices that fall below industry expectations of good practice
- The Companies will receive customer claims and conduct an initial investigation to assess validity of such claims; each month the Companies and Installer will meet to discuss claims and arrive at a consensus on responsibility for resolution

# **3. Electric Meter Exchange Requirements and Responsibilities**

## **3.1 AMI Meter Exchange Process**

- Installer will submit an Installation Procedure for approval by the Companies
- The Companies will filter all violence code customers from installation list
- The Companies will provide meter premise location data for installations
- The Companies Exchange Requirements – Installer will:
  - Follow route/sequence schedule provided for meter replacements to ensure proper observance of blackout rules and development of the RF mesh
  - Contractor will schedule the day's work using CLICK software on company provide computer or laptop
  - Sign out only those meters to be installed that same day
  - At curbside, contact customer to politely notify of task to replace meter
  - Bidder must retry customer contact and scheduling at least 3 times before assigning the customer back to the Companies for reassignment or follow-up
  - Assess residential metering equipment (i.e. socket) and determine if it is safe to replace the existing electrical meter. Look at the existing meter that is installed. Check for signs of tampering, safety issues, significant rust or corrosion. If the site is unsafe to install, do not proceed with the installation.



Note that this site is not suitable for installation. This information should be transmitted back to the utility to address

- If it is safe to proceed, take photo, then remove the residential meter in accordance with the Companies Safety APM
- Take photo of meter socket
- Contractor must document any signs of tampering on existing meters, hold and label tampered meters, and report suspected tampering to designated Companies personnel, and transport the meters to the Companies' meter warehouse
- Check voltage. If not within 120V +/- 7.5%, note the voltage
- Replace existing meters with new AMI meters provided by the Companies
- Install stainless steel meter band around new AMI meter and then secure band with tamper-evident wire seal
- Take photo of installed meter
- Record Lat/Long information via Syclo app provided by the Companies and also complete notification in handheld device (iPad) on site and sync data
- Return customer breakers/switches to as-found conditions
- Make sure power is flowing as you expect
- Make sure that the meter is operating correctly
- Return old meters and paperwork to the Companies at the end of each work day
- Tamper-evident wire seals and AMI meters need to be secured at all times at contractor's facility and must be inventoried and accounted for as they are assigned to employees; both of these are to be used ONLY for this project
- Both new and old meters in Contractors possession must be secured at all times (Vehicles/Warehouses must be secured at all times)
- Contractors will repair and/or coordinate repairs of any customer owned equipment (at their expense) that is broken while work is being done
- Door hanger will be utilized should the customer not be home

### **3.2 Quality Assurance**

- Conduct 100% QA of installed meters for the first two weeks and 5% random QA checks weekly thereafter and provide audit results to the Companies on a weekly basis
- Investigate and address work order exceptions
- Implement action plans to resolve and prevent recurrence of non-conforming work
- Warrant and resolve all non-conforming services for 12 months after installation

### **3.3 Return to the Companies (RTU) / Unable to Complete (UTC)**

- Installer technician will be expected to make a reasonable attempt to access each meter; some meters may be considered unable to be completed (UTC) and returned to the Companies (RTU) for installation
- Installer shall complete up to three attempts to install each assigned Hawaiian Electric location as follows:
  - Installer shall make one in-person attempt to each assigned location

- If in-person attempt is unsuccessful, Installer shall notify the Companies who will make an appointment and confirm the appointment with the Installer
- If the Companies are unable to arrange an appointment within two calendar weeks from the date it is notified by the Installer about the need for an appointment, or if customer is not present at the time of a scheduled appointment, the location will be considered UTC and returned to the Companies (RTU) for installation
- Sites that have obvious situations that will prohibit installs such as: owner refusal or hazardous situation will not be revisited by the Installer unless the situation is addressed by the Companies

### **3.4 Work Order Management System (WOMS)**

#### **(Scenario 2 (Full Residential))**

- Installer will provide a WOMS (Work Order Management System) to manage installations and collect installation data. Installation data should include at a minimum:
  - Old Meter Number
  - Old Meter KWH Reading
  - New Meter Number
  - New KWH Reading
  - Read Date
  - GPS Location
- Installer will work with the Companies to develop integrations required to upload required data to complete installation from the Utility CIS, and download installation data after exchange to the Utility CIS
- All data is exchanged using a secure FTP site
- Installer will equip all installers with a cellular-enabled hand-held device(s) that will:
  - Capture all data needed for billing the against the removed meter and identifying the new meter as well as all data identified
  - Allow record keeping of all safety and installation audits, associated to individual installers and specific service locations
- All meter exchange data will be available the following morning for upload into the billing system
- Installer will provide read-only access of WOMS to selected Companies employees to view photos, perform data validation, and track progress

## **4. Plans / Documents to be Delivered**

The Installer is expected to submit planning and process documents for review and acceptance by the Companies, including:

- Safety Management Plan
- Emergency Response Plan
- Deployment Schedule
- Work Stoppage Mitigation Plan
- Training Plan
- Quality Management Plan

## **5. Safety Information to Be Delivered**

- Provide your company's Safety / QEHS Manual
- Provide your company's Business Continuity Plan
- Provide your company's Certificate of Insurance
- Provide your company's Business Continuity Plan
- Provide your company's last 3 years' OSHA 300A Summary of Recordable Injuries & Illnesses
- Provide your company's last 3 years' Experience Modification Rate (EMR) for Worker's Comp Premiums

## **6. Scope and Change Management Process**

The Installer is expected to conduct work according to the scope and requirements of this document, and invoice according to agreed-upon pricing. Specifically, any of the changes described below must be agreed-upon in advance by both the Companies and the Installer prior to becoming active in this project.

- Scheduling Changes: changes which will alter the approved project schedule
- Financial Changes: changes which will alter agreed-upon pricing.
- Scope Changes: additions, or reductions in work scope, changes in work requirements

As changes are agreed upon, the Companies will update contract documents as necessary and seek formal written agreement from the Installer.



**Hawaiian Electric**  
**Maui Electric**  
**Hawai'i Electric Light**

Hawaiian Electric Company, Inc.  
PO Box 2750  
Honolulu, HI 96840-0001 US  
Accounts Payable Email:  
Apinvoices@hawaiianelectric.com

Vendor Name:  
HENKELS & MCCOY INC.  
2130 LAUWILIWILI AVE  
KAPOLEI, HI 96707

Your vendor number with us:  
1000236

**Purchase Order (PO)**

PO Number-Date-Change  
4500092234-08/02/2021-0

Purchasing Officer-Telephone  
Chris Jessop-808-543-7494

Email Address  
chris.jessop@hawaiianelectric.com

Our reference  
P-21-9528

Please deliver to:  
T&D WARD - METERS  
799 S KING ST  
HONOLULU HI 96813

Currency: USD  
Freight Terms: NA

**PLEASE NOTE:**

- \* REFERENCE WORK AUTHORIZATION NO. P-21-9528 WHICH GOVERNS THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER.
- \* SERVICE TERM: 7/12/21 TO 12/31/23.
- \* HAWAIIAN ELECTRIC CONTACT: WILFRED LUM.
- \* PLEASE SEND INVOICES TO APINVOICES@HAWAIIANELECTRIC.COM. FAILURE TO INDICATE PO# ON INVOICE WILL RESULT IN PAYMENT PROCESSING DELAYS.

We require an order acknowledgment for the following items:

Item	Material# Order qty.	Description Price per unit	Net value
------	-------------------------	-------------------------------	-----------



Hawaiian Electric  
Maui Electric  
Hawai'i Electric Light

Hawaiian Electric Company, Inc.  
PO Box 2750  
Honolulu, HI 96840-0001 US  
Accounts Payable Email:  
Apinvoices@hawaiianelectric.com

Vendor Name:  
HENKELS & MCCOY INC.

PO Number/Date/Change      Page  
4500092234-08/02/2021-0      2

Item	Material# Order qty.	Description Price per unit	Net value
00010	1 AU	2021 CHARGES TO INSTALL AMI	
Delivery Date: 12/31/2023			
*** Item partially delivered ***			
Contracted and Other Services:			
Subtotal			
Discounts			0.00
Surcharges			0.00
Addl Cost-Not Taxed			0.00
Freight			0.00
Total Purchase Order			

A handwritten signature in black ink, appearing to read "Christine Jessop".

Christine Jessop



PLEASE ACKNOWLEDGE THIS ORDER BY SIGNING AND DATING THIS ORIGINAL PURCHASE ORDER AND RETURNING VIA EMAIL TO THE BUYER IDENTIFIED ABOVE.

PLEASE INCLUDE ANY SHIPMENT AND FREIGHT INFORMATION PER LINE ITEM.

ANY CHANGES TO THE PURCHASE ORDER MUST BE IDENTIFIED AND COMMUNICATED TO THE BUYER.

ACKNOWLEDGED BY : \_\_\_\_\_ DATE: \_\_\_\_\_ PO# 4500092234  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ HENKELS & MCCOY INC.

**SPECIAL INSTRUCTIONS:**

1. THE PURCHASE ORDER NUMBER SHOWN ABOVE MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING DOCUMENTS.
2. FAILURE TO SUPPLY THE CORRECT INFORMATION WILL CAUSE A DELAY IN YOUR PAYMENT.
3. THE INVOICE MUST BE SUBMITTED MATCHING EACH PURCHASE ORDER LINE ITEM.
4. TERMS AND CONDITIONS AS INDICATED AT THE END ARE PART OF THIS ORDER.

**THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS PURCHASE ORDER:**

1. **AGREEMENT** - The Agreement between the parties shall consist of this Purchase Order, these Terms and Conditions herein, and any drawings, specifications or special conditions referenced herein. If Seller and Purchaser have both executed a master, major or minor Purchase Order Terms and Conditions apart from this Purchase Order, such master, major or minor Purchase Order Terms and Conditions shall take precedence over any conflicting provisions found in this Purchase Order. **ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY APPROVED IN WRITING BY PURCHASER'S DULY AUTHORIZED REPRESENTATIVE.**
2. **INVOICES** - Email invoices immediately to the email address shown on the front of the Purchase Order. Payment terms shall be as provided in the separate negotiated terms between the parties or in your vendor information packet.
3. **FREIGHT** - Shipments must be routed as specified by Purchaser. Otherwise, any extra expense incurred is to be charged to and assumed by Seller. In the event routing is not specified by Purchaser, ship the least expensive way. When prepaid freight charges are for the account of Purchaser, invoices for these charges must be supported by a copy of the carrier's freight bill.
4. **PACKING** - Purchaser will not pay for export packing unless specifically agreed to in writing.
5. **INSPECTION** - Material and workmanship may be subject to inspection and test by Purchaser at the plant of Seller and/or of Purchaser. Notwithstanding any inspection during manufacture or witnessed test at the plant of Seller, final inspection and acceptance of the articles ordered shall be at the plant of Purchaser.
6. **INSURANCE** - Seller to insure shipments to DAP (destination) Incoterms 2010.
7. **CANCELLATION** - Purchaser reserves the right to cancel this Purchase Order if it is not filled within a reasonable time or as specified in any drawings, specifications, or special conditions referenced herein. If Seller fails to comply with the specifications or drawings in any material respect or if Seller fails substantially to comply with any other provision of this Purchase Order, Purchaser may, without prejudice to any other right or remedy, terminate this Purchase Order in whole or in part and/or reject all or part of the goods or work herein. Upon notice of termination by Purchaser, Seller shall promptly return all monies previously paid to Seller by Purchaser for the goods or work and shall pay Purchaser direct damages equal to (a) all costs incurred by Purchaser in preparation for the goods or work, excepting only such costs which can be applied to goods or work obtained from any other supplier and (b) the difference in price between the goods or work to be provided hereunder and the equivalent work or substitute goods.
8. **WARRANTY** - Seller warrants that the goods or work completed hereunder will (a) conform to the description of the goods or work in this Purchase Order and any drawings, specifications or special conditions referenced to herein, and if none are referenced, then with industry good custom and practice, and (b) be of good quality and free from defects and, if services are provided, they shall be performed in a professional and competent manner. In the event that the goods or work do not fulfill this warranty, Seller shall take the action necessary to conform the goods or work to this Warranty, at no additional cost to Purchaser. Purchaser shall have the right, but not the obligation, to effect repair of any and all defects if Seller is unable or unwilling to effect the repair. In the

event Purchaser elects to take this action, Purchaser shall be entitled to deduct from any amounts owing to Seller the direct and incidental costs incurred in remedying the breach of warranty. This warranty is in lieu of all other warranties, express or implied, including without limitation: implied warranties of merchantability and fitness for a particular purpose, including all representations to Purchaser not contained in this Purchase Order.

9. **INDEMNIFICATION** - Seller and Purchaser ("indemnifying shall party") shall each indemnify, defend, and hold harmless the other ("indemnified party"), its directors officers employees and agents from and against all liabilities, damages, losses, penalties, claims, demands, suits, costs, expenses (including attorney's fees), based upon or arising out of tortious damage to property, injuries to persons (including death) or other tortious acts to the extent caused or contributed to by the indemnifying party or anyone acting under its direction or control or in its behalf in the course of its performance under this Purchase Order. Seller shall also keep Purchaser's goods and property free and clear of all mechanics', materialmens' and other similar liens and claims, and shall defend and indemnify Purchaser against the same.
10. **COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS** - The articles purchased and the work performed hereunder shall conform to, be performed in, and be in compliance with all applicable laws, rules, and regulations (including the Occupational Safety and Health Act of Hawaii and all amendments thereto) and Seller shall indemnify, defend and hold harmless Purchaser from any and all liability, fines, and expenses, including attorneys' fees, arising from Seller's failure to do so.
11. **EQUAL EMPLOYMENT OPPORTUNITY** - It is the Company's policy to provide employment, training, compensation, promotion and other terms, benefits, and conditions of employment without regard to race, ancestry/national origin, color, religion, gender/sex, age, marital status, arrest and court record, sexual orientation, pregnancy, disability, veteran status, equal pay/compensation, genetic background, domestic or sexual violence victim status, or other grounds protected under state and federal laws. Contractor and subcontractor will follow this policy in providing persons and/or services to the Company under this Agreement, and shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor and Subcontractor also agree to the provisions of EO13496 and its implementing regulations at 29 CFR Part 471, Appendix A to Subpart A.
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**Hawaiian Electric**  
**Maui Electric**  
**Hawai'i Electric Light**

Maui Electric Company, Limited  
PO Box 2750  
Honolulu, HI 96840-0001 US  
Accounts Payable Email:  
Apinvoices@hawaiianelectric.com

Vendor Name:  
HENKELS & MCCOY INC.  
2130 LAUWILIWILI AVE  
KAPOLEI, HI 96707

Your vendor number with us:  
1000236

**Purchase Order (PO)**

PO Number-Date-Change  
4500093242-08/13/2021-0

Purchasing Officer-Telephone  
Chris Jessop-808-543-7494

Email Address  
chris.jessop@hawaiianelectric.com

Our reference  
M-21-9530

Please deliver to:  
MAUI T&D WAREHOUSE  
210 WEST KAMEHAMEHA AVE.  
KAHULUI HI 96732

Currency: USD  
Freight Terms: NA

**PLEASE NOTE:**

- \* REFERENCE WORK AUTHORIZATION NO. M-21-9530 WHICH GOVERNS THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER.
- \* SERVICE TERM: 6/28/21 TO 12/31/23.
- \* MAUI ELECTRIC CONTACT: KEITH RIVERA.
- \* PLEASE SEND INVOICES TO APINVOICES@HAWAIIANELECTRIC.COM. FAILURE TO INDICATE PO# ON INVOICE WILL RESULT IN PAYMENT PROCESSING DELAYS.

We require an order acknowledgment for the following items:

Item	Material# Order qty.	Description Price per unit	Net value
------	-------------------------	-------------------------------	-----------



Hawaiian Electric  
Maui Electric  
Hawai'i Electric Light

Maui Electric Company, Limited  
PO Box 2750  
Honolulu, HI 96840-0001 US  
Accounts Payable Email:  
Apinvoices@hawaiianelectric.com

Vendor Name:  
HENKELS & MCCOY INC.

PO Number/Date/Change      Page  
4500093242-08/13/2021-0      2

Item	Material# Order qty.	Description Price per unit	Net value
00010	1 AU	AMI Meter Installation	
Delivery Date: 12/31/2023		USD/1 AU	
*** Item partially delivered ***			
Contracted and Other Services:			
Subtotal			
Discounts			0.00
Surcharges			0.00
Addl Cost-Not Taxed			0.00
Freight			0.00
Total Purchase Order			

A handwritten signature in black ink, appearing to read "Christine Jessop".

Christine Jessop

PLEASE ACKNOWLEDGE THIS ORDER BY SIGNING AND DATING THIS ORIGINAL PURCHASE ORDER AND RETURNING VIA EMAIL TO THE BUYER IDENTIFIED ABOVE.

PLEASE INCLUDE ANY SHIPMENT AND FREIGHT INFORMATION PER LINE ITEM.

ANY CHANGES TO THE PURCHASE ORDER MUST BE IDENTIFIED AND COMMUNICATED TO THE BUYER.

ACKNOWLEDGED BY : \_\_\_\_\_ DATE: \_\_\_\_\_ PO# 4500093242  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ HENKELS & MCCOY INC.

**SPECIAL INSTRUCTIONS:**

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3. THE INVOICE MUST BE SUBMITTED MATCHING EACH PURCHASE ORDER LINE ITEM.
4. TERMS AND CONDITIONS AS INDICATED AT THE END ARE PART OF THIS ORDER.

**THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS PURCHASE ORDER:**

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2. **INVOICES** - Email invoices immediately to the email address shown on the front of the Purchase Order. Payment terms shall be as provided in the separate negotiated terms between the parties or in your vendor information packet.
3. **FREIGHT** - Shipments must be routed as specified by Purchaser. Otherwise, any extra expense incurred is to be charged to and assumed by Seller. In the event routing is not specified by Purchaser, ship the least expensive way. When prepaid freight charges are for the account of Purchaser, invoices for these charges must be supported by a copy of the carrier's freight bill.
4. **PACKING** - Purchaser will not pay for export packing unless specifically agreed to in writing.
5. **INSPECTION** - Material and workmanship may be subject to inspection and test by Purchaser at the plant of Seller and/or of Purchaser. Notwithstanding any inspection during manufacture or witnessed test at the plant of Seller, final inspection and acceptance of the articles ordered shall be at the plant of Purchaser.
6. **INSURANCE** - Seller to insure shipments to DAP (destination) Incoterms 2010.
7. **CANCELLATION** - Purchaser reserves the right to cancel this Purchase Order if it is not filled within a reasonable time or as specified in any drawings, specifications, or special conditions referenced herein. If Seller fails to comply with the specifications or drawings in any material respect or if Seller fails substantially to comply with any other provision of this Purchase Order, Purchaser may, without prejudice to any other right or remedy, terminate this Purchase Order in whole or in part and/or reject all or part of the goods or work herein. Upon notice of termination by Purchaser, Seller shall promptly return all monies previously paid to Seller by Purchaser for the goods or work and shall pay Purchaser direct damages equal to (a) all costs incurred by Purchaser in preparation for the goods or work, excepting only such costs which can be applied to goods or work obtained from any other supplier and (b) the difference in price between the goods or work to be provided hereunder and the equivalent work or substitute goods.
8. **WARRANTY** - Seller warrants that the goods or work completed hereunder will (a) conform to the description of the goods or work in this Purchase Order and any drawings, specifications or special conditions referenced to herein, and if none are referenced, then with industry good custom and practice, and (b) be of good quality and free from defects and, if services are provided, they shall be performed in a professional and competent manner. In the event that the goods or work do not fulfill this warranty, Seller shall take the action necessary to conform the goods or work to this Warranty, at no additional cost to Purchaser. Purchaser shall have the right, but not the obligation, to effect repair of any and all defects if Seller is unable or unwilling to effect the repair. In the



event Purchaser elects to take this action, Purchaser shall be entitled to deduct from any amounts owing to Seller the direct and incidental costs incurred in remedying the breach of warranty. This warranty is in lieu of all other warranties, express or implied, including without limitation: implied warranties of merchantability and fitness for a particular purpose, including all representations to Purchaser not contained in this Purchase Order.

9. **INDEMNIFICATION** - Seller and Purchaser ("indemnifying shall party") shall each indemnify, defend, and hold harmless the other ("indemnified party"), its directors officers employees and agents from and against all liabilities, damages, losses, penalties, claims, demands, suits, costs, expenses (including attorney's fees), based upon or arising out of tortious damage to property, injuries to persons (including death) or other tortious acts to the extent caused or contributed to by the indemnifying party or anyone acting under its direction or control or in its behalf in the course of its performance under this Purchase Order. Seller shall also keep Purchaser's goods and property free and clear of all mechanics', materialmens' and other similar liens and claims, and shall defend and indemnify Purchaser against the same.
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11. **EQUAL EMPLOYMENT OPPORTUNITY** - It is the Company's policy to provide employment, training, compensation, promotion and other terms, benefits, and conditions of employment without regard to race, ancestry/national origin, color, religion, gender/sex, age, marital status, arrest and court record, sexual orientation, pregnancy, disability, veteran status, equal pay/compensation, genetic background, domestic or sexual violence victim status, or other grounds protected under state and federal laws. Contractor and subcontractor will follow this policy in providing persons and/or services to the Company under this Agreement, and shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor and Subcontractor also agree to the provisions of EO13496 and its implementing regulations at 29 CFR Part 471, Appendix A to Subpart A.
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Hawaiian Electric  
Maui Electric  
Hawai'i Electric Light

Hawaii Electric Light Company, Inc.  
PO Box 2750  
Honolulu, HI 96840-0001 US  
Accounts Payable Email:  
Apinvoices@hawaiianelectric.com

Vendor Name:  
HENKELS & MCCOY INC.  
2130 LAUWILIWILI AVE  
KAPOLEI, HI 96707

Your vendor number with us:  
1000236  
Your order acknowledgment  
DOROTHY CHANGELO

**Purchase Order (PO)**

PO Number-Date-Change  
4500092266-08/03/2021-0

Purchasing Officer-Telephone  
Craig Matsushige-808-543-7558

Email Address  
craig.matsushige@hawaiianelectric.com

Our reference  
H-21-9529

Please deliver to:  
DISTRIBUTION WAREHOUSE  
54 HALEKAUULA ST  
HILO HI 96720

Currency: USD  
Freight Terms: NA As Directed

This PO is in reference to Work Auth. No. H-21-9529 aligned with  
Master Contract No. T-20-6412, which governs the work to be performed.

TERM OF WORK AUTH: 6/28/2021 - 12/31/2023

This Purchase Order is for Records and Billing purposes only  
and in no way affects the Terms & Conditions of the above  
referenced contract.

**IMPORTANT INVOICE/PAYMENT INFORMATION:**

As to avoid payment delays, it is imperative to note the "PO number" and  
"dates of service" on each invoice. Please email invoices to:  
APInvoices@HawaiianElectric.com. Your cooperation is appreciated.

HAWAI'I ELECTRIC LIGHT CONTACT: RICHELLE KRUEGER

---



Hawaii Electric Light Company, Inc.  
PO Box 2750  
Honolulu, HI 96840-0001 US  
Accounts Payable Email:  
Apinvoices@hawaiianelectric.com

Vendor Name:  
HENKELS & MCCOY INC.

PO Number/Date/Change      Page  
4500092266-08/03/2021-0      2

Item	Material# Order qty.	Description Price per unit	Net value
------	-------------------------	-------------------------------	-----------

00010		Install Mtrs, 2021-2023, per wk auth	
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1 AU

Delivery Date: 12/31/2023

Reference Wk Auth: H-21-9529, Provide services to install minimum 4000 mtrs in 2021, 6000 mtrs in 2022 and 3000 mtrs in 2023, for a total of 13000 installed mtrs no later than 12/31/23. Shall be completed in accordance with RFP 030121-05 and Contractor's AMI Mtr Deployment proposal dated 3/8/31 & revised 5/3/21. Required to submit wkly construction progress rpts.

Attn David Kaneshiro

\*\*\* Item partially delivered \*\*\*  
Contracted and Other Services:

Subtotal	
Discounts	0.00
Surcharges	0.00
Addl Cost-Not Taxed	0.00
Freight	0.00
Total Purchase Order	

A handwritten signature in black ink, appearing to read "Craig Matsushige".

Craig Matsushige

PLEASE ACKNOWLEDGE THIS ORDER BY SIGNING AND DATING THIS ORIGINAL PURCHASE ORDER AND RETURNING VIA EMAIL TO THE BUYER IDENTIFIED ABOVE.

PLEASE INCLUDE ANY SHIPMENT AND FREIGHT INFORMATION PER LINE ITEM.

ANY CHANGES TO THE PURCHASE ORDER MUST BE IDENTIFIED AND COMMUNICATED TO THE BUYER.

ACKNOWLEDGED BY : \_\_\_\_\_ DATE: \_\_\_\_\_ PO# 4500092266  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ HENKELS & MCCOY INC.

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event Purchaser elects to take this action, Purchaser shall be entitled to deduct from any amounts owing to Seller the direct and incidental costs incurred in remedying the breach of warranty. This warranty is in lieu of all other warranties, express or implied, including without limitation: implied warranties of merchantability and fitness for a particular purpose, including all representations to Purchaser not contained in this Purchase Order.

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WORK AUTHORIZATION NO. P-21-9528  
UNDER PURCHASE ORDER NO. \_\_\_\_\_  
CONTRACT NO. T-20-6412

**I. REQUEST FOR QUOTE**

Under the terms and conditions of the Major Construction Services Master Agreement, effective as of June 3, 2020, by and between HENKELS & MCCOY, INC. ("Contractor") and HAWAIIAN ELECTRIC COMPANY, INC., HAWAII ELECTRIC LIGHT COMPANY, INC., and MAUI ELECTRIC COMPANY, LIMITED (each referred to as a "Company"),

Check as applicable (choose only one Company):

- ☒ HAWAIIAN ELECTRIC COMPANY, INC. or  
☐ HAWAII ELECTRIC LIGHT COMPANY, INC. or  
☐ MAUI ELECTRIC COMPANY, LIMITED

hereby requests a proposal from Contractor to perform the following Work:

Contractor to provide services for the installation of a minimum of 24,000 meters in 2021, 34,000 meters in 2022 and 25,000 meters in 2023, for a total of 83,000 installed meters no later than December 31, 2023. In addition to the install crews, Contractor will initially have one (1) QA/QC person to schedule the meter installs before the day begins. During the day, the QA/QC person will follow behind the installers to complete inspections and note any discrepancies. Also, Contractor will have one (1) material handler to oversee the meter inventory.

Work shall be completed in accordance with RFP No. 030121-05 and the Contractor's AMI Meter Deployment proposal (Management Solution Scenario 1) dated March 8, 2021, revised May 3, 2021 (Attachment A).

Contractor will be required to submit Weekly Construction Progress Report. Report shall include information as described in Section 1.25.E of the referenced Major Construction Services Master Agreement.

[REDACTED]

Such foregoing Work being within the general nature of the General Scope of Work as described in Section III of the above referenced Major Construction Services Master Agreement.

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Compliance with Exhibit G "Contract Labor Standards" of the Master Agreement Standard General Terms and Conditions is required for this Work Authorization.

Compliance with Exhibit H "Federal and State Legal Requirements" of the Master Agreement Standard General Terms and Conditions is required for this Work Authorization.

DocuSigned by:  
*Harold Takemoto*  
095D23CF77284BB...

6/16/2021 | 8:36:15 AM HAST

Company

Dated

## II. CONTRACTOR'S PROPOSAL

Contractor hereby proposes to perform the Work described above in Section I, under said terms and conditions, for the following amount:

[REDACTED]

[REDACTED] Compensation for Work performed under this Work Authorization shall be subject to Contractor's standard Rebate/Discount Schedule attached to Major Construction Services Master Agreement T-20-6412 as Exhibit 7.

Work will begin no later than July 12, 2021 and be completed on or before December 31, 2023.

Dorothy Changelo (name) will act as Contractor's Designated Representative during the performance of this Work.

Contractor represents and warrants that it has full power and authority to enter into and perform the Work as proposed, and the person signing this Work Authorization on behalf of Contractor has been properly authorized and empowered to enter into this Work Authorization, understands it and agrees to be bound by it.

HENKELS & MCCOY, INC.

By: *Dorothy Changelo*  
E1CA55D0B92D464

Title: Dorothy Changelo Director, Hawaii Operations

Date: 6/16/2021 | 8:45:58 AM HAST

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### III. WORK AUTHORIZATION

Contractor's foregoing Proposal is accepted. Contractor is authorized to perform the Work as proposed. Company's Designated Representative for this Work Authorization shall be Harold Takemoto.

HAWAIIAN ELECTRIC COMPANY, INC.

DS  
u

DocuSigned by:  
Rudy Tamayo  
A20459CFE9CF48C...

By: \_\_\_\_\_  
Title: Rudy Tamayo Vice President, Energy Delivery  
6/24/2021 | 10:12:43 AM HAST  
Date: \_\_\_\_\_

DS  
RS

DocuSigned by:  
Tayne S.Y. Sekimura  
14457824B76C44A...

By: \_\_\_\_\_  
Title: Tayne S.Y. Sekimura SVP CFO  
6/24/2021 | 10:19:38 AM HAST  
Date: \_\_\_\_\_

DS  
KSN

DocuSign Envelope ID: E517F7AB-4EAE-4F7A-89CC-6EC5D35C3434



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HENKELS & MCCOY, INC. | 985 JOLLY ROAD | BLUE BELL, PA 19422 | (215) 283-7600

March 8, 2021,  
Revised: 3/26/2021  
Revised: 5/03/2021

Jayme Lee Adonis  
Purchasing Contract Manager  
P.O. Box 2750  
Honolulu HI 96840

Jayme,

Thank you for allowing Henkels & McCoy to participate in the RFP for AMI Smart meter installation.  
Please reach out to us if you have any questions,

Regards,

*Dorothy E. Changelo*

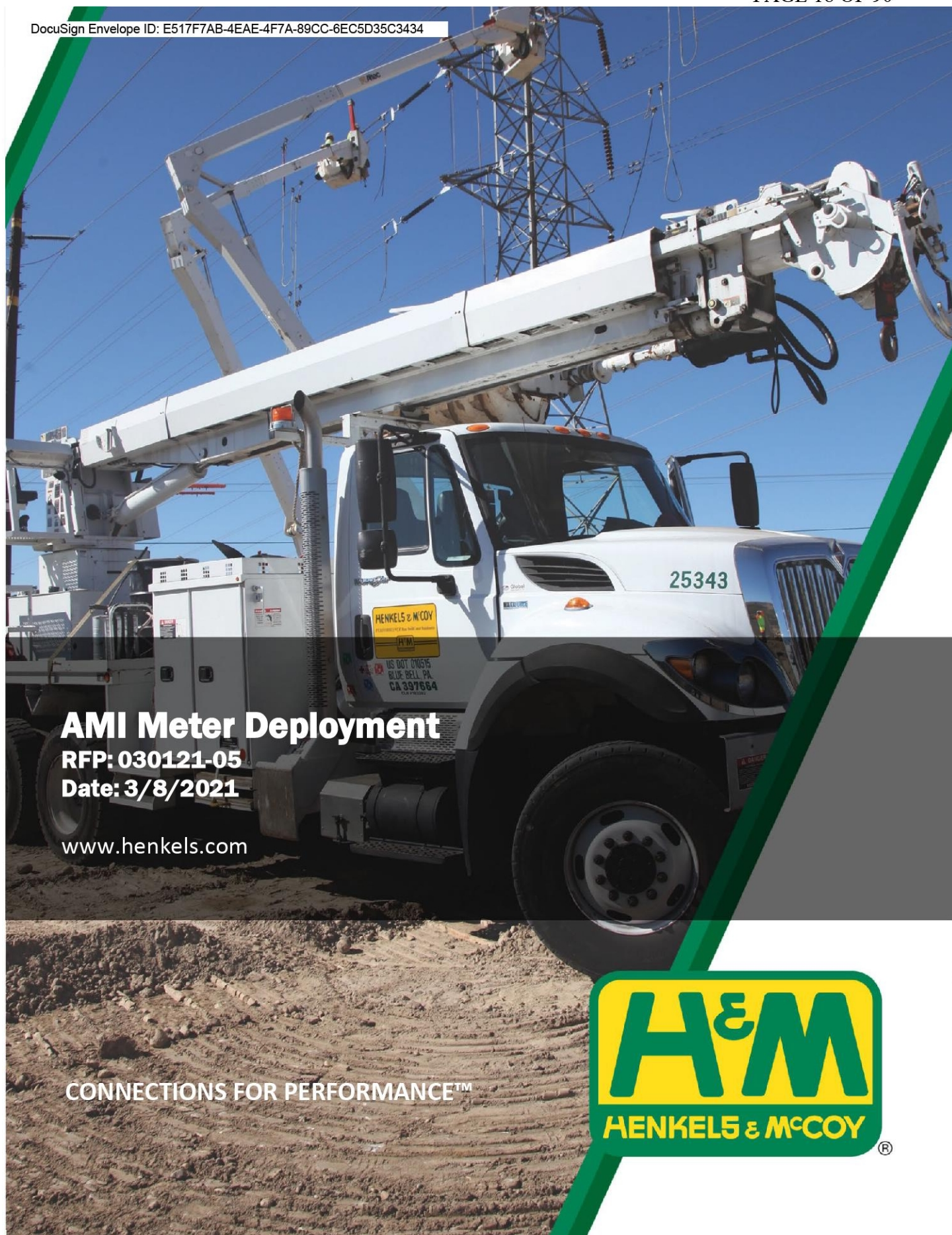
Dorothy Changelo  
Operations Manager  
Henkels & McCoy  
(808) 291-5966

DocuSign Envelope ID: E517F7AB-4EAE-4F7A-89CC-6EC5D35C3434

A **HENKELS & MCCOY** Group Company  
**PERFORMANCE** has built our business...®



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## AMI Meter Deployment

RFP: 030121-05

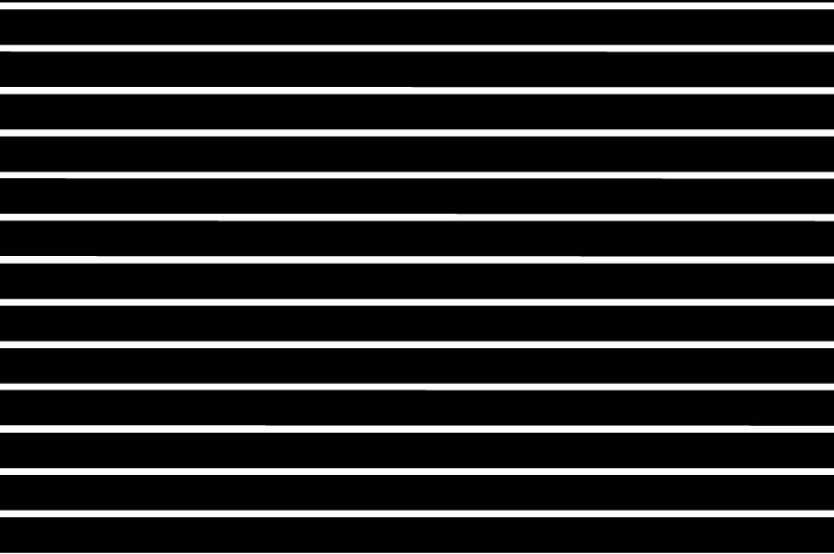
Date: 3/8/2021

[www.henkels.com](http://www.henkels.com)

CONNECTIONS FOR PERFORMANCE™



## Table of Contents



DocuSign Envelope ID: E517F7AB-4EAE-4F7A-89CC-6EC5D35C3434

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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*"The life of the business is the work we do; and, since it is good work, it is a good life."*  
— John B. Henkels Jr. & Anne M. Henkels 1966

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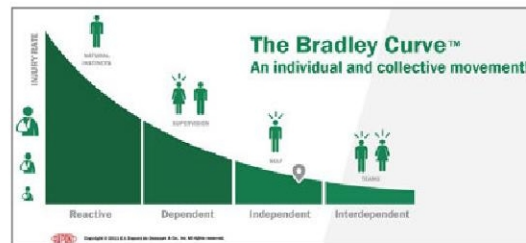
[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

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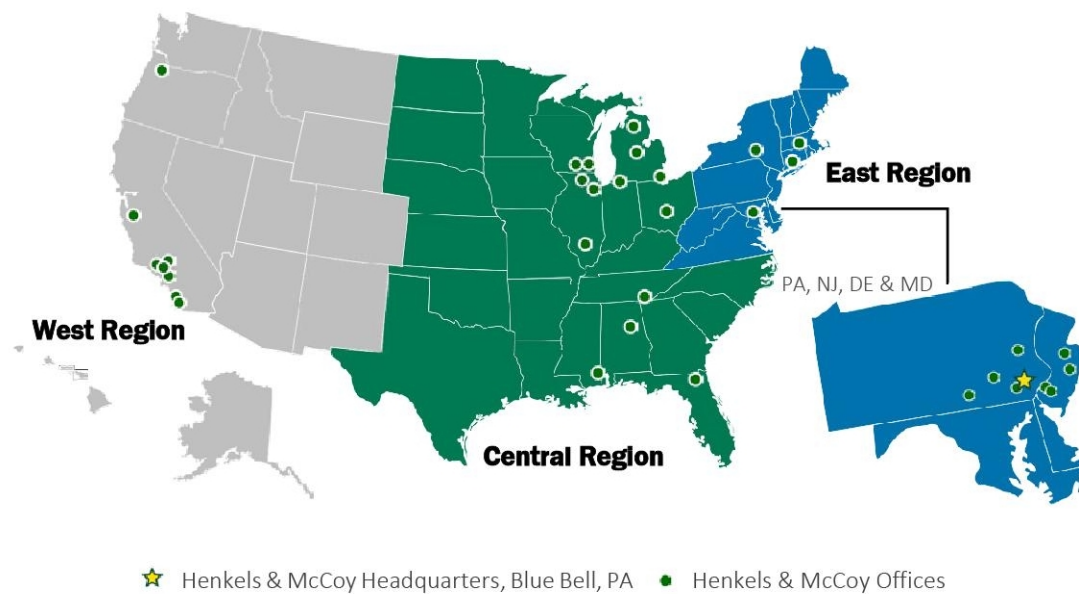
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### H&M Office Locations Map



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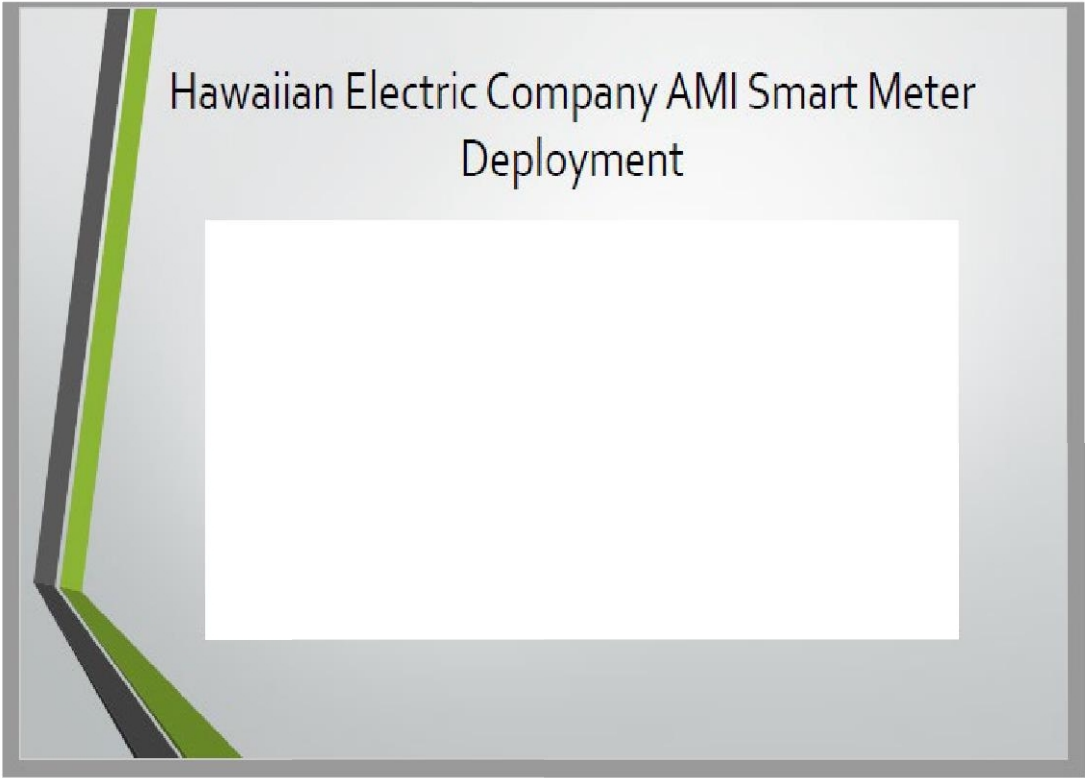
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Project Organizational Chart



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Project Schedule

Please see attached Project Schedule (s)



## Cost Breakdown

Pricing Matrix 5.3.2021									
									Total Value
<b>W/ Call Center</b>									
S-1 Oahu	((2021)24,000,(2022)34,000, (2023)25,000)								
S-1 Maui	((2021) 4,000,(2022) 6,000,(2023) 3,000)								
S-1 Hawaii	((2021) 4,000,(2022) 6,000,(2023) 3,000)								
<b>W/ Call Center Volume Discount</b>									
2021 Quantity required for discount									
2022 Quantity required for discount									
2023 Quantity required for discount									
*Quantities assumes 6 months in 2021 & 2023, 12 months in 2022									
**Assumes meters available to be installed									

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## Certificate Of Completion

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Subject: Please DocuSign: Henkels McCoy P-21-9528 HECO WA 23e	
Source Envelope:	
Document Pages: 20	Signatures: 4
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Jayme Adonis
Time Zone: (UTC-10:00) Hawaii	900 Richards St
	Honolulu, HI 96813-2956
	jayme.adonis@hawaiianelectric.com
	IP Address: 198.148.166.5


## Record Tracking

Status: Original	Holder: Jayme Adonis	Location: DocuSign
6/16/2021 7:23:22 AM	jayme.adonis@hawaiianelectric.com	

## Signer Events

Signer Events	Signature	Timestamp
Leona Castillo leona.castillo@hawaiianelectric.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5	Sent: 6/16/2021 7:27:19 AM Viewed: 6/16/2021 7:34:51 AM Signed: 6/16/2021 7:37:42 AM

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Harold Takemoto harold.takemoto@hawaiianelectric.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5	Sent: 6/16/2021 7:37:44 AM Viewed: 6/16/2021 8:24:08 AM Signed: 6/16/2021 8:36:15 AM
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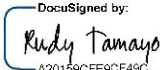
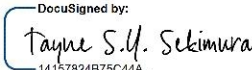


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Dorothy Changelo dchangelo@henkels.com Director, Hawaii Operations Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 168.215.233.94	Sent: 6/16/2021 8:36:17 AM Viewed: 6/16/2021 8:45:31 AM Signed: 6/16/2021 8:45:58 AM
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Randall Shiro randall.shiro@hawaiianelectric.com Manager, Project & Program Management Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5	Sent: 6/16/2021 8:46:00 AM Viewed: 6/16/2021 9:50:54 AM Signed: 6/16/2021 9:51:36 AM
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Signer Events	Signature	Timestamp
<p>Kerstan Wong kerstan.wong@hawaiianelectric.com Director, Operations Planning &amp; Construction Management Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>  Signature Adoption: Pre-selected Style Using IP Address: 66.91.252.24 Signed using mobile</p>	<p>Sent: 6/16/2021 9:51:38 AM Viewed: 6/16/2021 9:52:54 AM Signed: 6/16/2021 9:53:12 AM</p>
<p>Rudy Tamayo rudy.tamayo@hawaiianelectric.com Vice President, Energy Delivery Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/24/2021 10:12:22 AM ID: a4b9cd8a-d192-4917-89e1-99b0323f0ecb</p>	<p>  Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5</p>	<p>Sent: 6/16/2021 9:53:15 AM Viewed: 6/24/2021 10:12:22 AM Signed: 6/24/2021 10:12:43 AM</p>
<p>Tayne S.Y. Sekimura tayne.sekimura@hawaiianelectric.com SVP CFO Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/24/2021 10:19:25 AM ID: 6ac335d1-6919-4007-ade4-c65635aec9b2</p>	<p>  Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5</p>	<p>Sent: 6/24/2021 10:12:46 AM Viewed: 6/24/2021 10:19:25 AM Signed: 6/24/2021 10:19:38 AM</p>
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Dawn Castellano dawn.castellano@hawaiianelectric.com Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p>	<p>Sent: 6/16/2021 7:27:18 AM</p>
<p>Melissa Dela Cruz melissa.delacruz@hawaiianelectric.com Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p>	<p>Sent: 6/16/2021 7:27:18 AM</p>

Carbon Copy Events	Status	Timestamp
Michael Ho michael.ho@hawaiianelectric.com Director, Support Services Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/16/2021 7:27:19 AM Viewed: 6/16/2021 8:59:08 AM
Lori Andres Lori.andres@hawaiianelectric.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/24/2021 10:12:45 AM
Chris Jessop chris.jessop@hawaiianelectric.com Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/24/2021 10:19:40 AM
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Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	6/24/2021 10:19:25 AM
Signing Complete	Security Checked	6/24/2021 10:19:38 AM
Completed	Security Checked	6/24/2021 10:19:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



Electronic Record and Signature Disclosure created on: 2/24/2021 9:06:27 AM

Parties agreed to: Leona Castillo, Harold Takemoto, Dorothy Changelo, Randall Shiro, Rudy Tamayo, Tayne S.Y. Sekimura

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Hawaiian Electric Company Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Hawaiian Electric Company Inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: zz\$DocuSign\_Admin@hawaiianelectric.com

**To advise Hawaiian Electric Company Inc of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at zz\$DocuSign\_Admin@hawaiianelectric.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Hawaiian Electric Company Inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to zz\$DocuSign\_Admin@hawaiianelectric.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Hawaiian Electric Company Inc**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to zz\$DocuSign\_Admin@hawaiianelectric.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Hawaiian Electric Company Inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Hawaiian Electric Company Inc during the course of my relationship with you.

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WORK AUTHORIZATION NO. M-21-9530  
UNDER PURCHASE ORDER NO. \_\_\_\_\_  
CONTRACT NO. T-20-6412

**I. REQUEST FOR QUOTE**

Under the terms and conditions of the Major Construction Services Master Agreement, effective as of June 3, 2020, by and between HENKELS & MCCOY, INC. ("Contractor") and HAWAIIAN ELECTRIC COMPANY, INC., HAWAII ELECTRIC LIGHT COMPANY, INC., and MAUI ELECTRIC COMPANY, LIMITED (each referred to as a "Company"),

Check as applicable (choose only one Company):

- ☐ HAWAIIAN ELECTRIC COMPANY, INC. or
- ☐ HAWAII ELECTRIC LIGHT COMPANY, INC. or
- ☒ MAUI ELECTRIC COMPANY, LIMITED

hereby requests a proposal from Contractor to perform the following Work:

Contractor to provide services for a minimum of 4,000 meters in 2021, 6,000 meters in 2022 and 3,000 meters in 2023, for a total of 13,000 installed meters no later than December 31, 2023. In addition to the install crews, Contractor will initially have one (1) QA/QC person to schedule the meter installs before the day begins. During the day, the QA/QC person will follow behind the installers to complete inspections and note any discrepancies. If additional QA/QC support is needed, Contractor shall add up to two (2) additional QA/QC resources as directed by the Company at no additional cost. Also, Contractor will have one (1) material handler to oversee the meter inventory.

Work shall be completed in accordance with RFP No. 030121-05 and the Contractor's AMI Meter Deployment proposal dated March 8, 2021, revised May 3, 2021 (Attachment A).

Contractor will be required to submit Weekly Construction Progress Report. Report shall include information as described in Section 1.25.E of the referenced Major Construction Services Master Agreement.

[REDACTED]

Such foregoing Work being within the general nature of the General Scope of Work as described in Section III of the above referenced Major Construction Services Master Agreement.

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Compliance with Exhibit G "Contract Labor Standards" of the Master Agreement Standard General Terms and Conditions is required for this Work Authorization.

Compliance with Exhibit H "Federal and State Legal Requirements" of the Master Agreement Standard General Terms and Conditions is required for this Work Authorization.

DocuSigned by:  
  
4E75B45E6E70453...  
Company \_\_\_\_\_ 6/17/2021 | 9:50:42 AM HAST  
Dated \_\_\_\_\_

## II. CONTRACTOR'S PROPOSAL

Contractor hereby proposes to perform the Work described above in Section I, under said terms and conditions, for the following amount:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Compensation for Work performed under this Work Authorization shall be subject to Contractor's standard Rebate/Discount Schedule attached to Major Construction Services Master Agreement T-20-6412 as Exhibit 7.

Work will begin no later than June 28, 2021 and be completed on or before December 31, 2023.

Dorothy Changelo will act as Contractor's Designated Representative during the performance of this Work.

Contractor represents and warrants that it has full power and authority to enter into and perform the Work as proposed, and the person signing this Work Authorization on behalf of Contractor has been properly authorized and empowered to enter into this Work Authorization, understands it and agrees to be bound by it.

HENKELS & MCCOY, INC.

DocuSigned by:  
  
E1CA55D0B92D464...  
By: \_\_\_\_\_  
Title: Dorothy Changelo Director, Hawaii Operations  
Date: 6/17/2021 | 9:48:25 AM HAST

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### III. WORK AUTHORIZATION

Contractor's foregoing Proposal is accepted. Contractor is authorized to perform the Work as proposed. Company's Designated Representative for this Work Authorization shall be Keith Rivera.

MAUI ELECTRIC COMPANY, LIMITED

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DocuSigned by:  
By: Rudy Tamayo  
A20159CFE9CF49C...

Title: Rudy Tamayo Vice President

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Date: 6/21/2021 | 11:53:24 AM HAST

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HENKELS & MCCOY, INC. | 985 JOLLY ROAD | BLUE BELL, PA 19422 | (215) 283-7600

March 8, 2021,  
Revised: 3/26/2021  
Revised: 5/03/2021

Jayme Lee Adonis  
Purchasing Contract Manager  
P.O. Box 2750  
Honolulu HI 96840

Jayme,

Thank you for allowing Henkels & McCoy to participate in the RFP for AMI Smart meter installation.  
Please reach out to us if you have any questions,

Regards,

*Dorothy E. Changelo*

Dorothy Changelo  
Operations Manager  
Henkels & McCoy  
(808) 291-5966

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**PERFORMANCE** has built our business...®

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## AMI Meter Deployment

RFP: 030121-05

Date: 3/8/2021

[www.henkels.com](http://www.henkels.com)

CONNECTIONS FOR PERFORMANCE™



## Table of Contents

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*"The life of the business is the work we do; and, since it is good work, it is a good life."*

*— John B. Henkels Jr. & Anne M. Henkels 1966*

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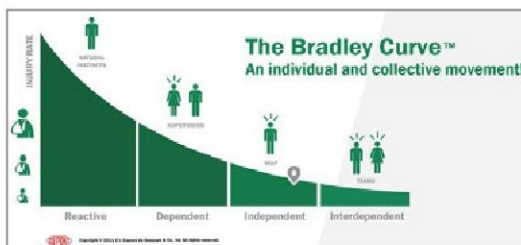
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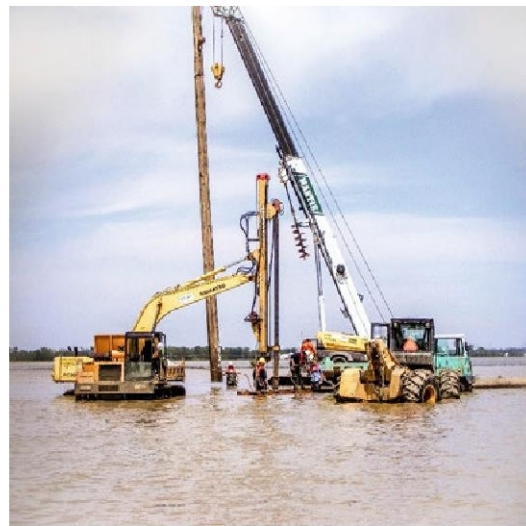
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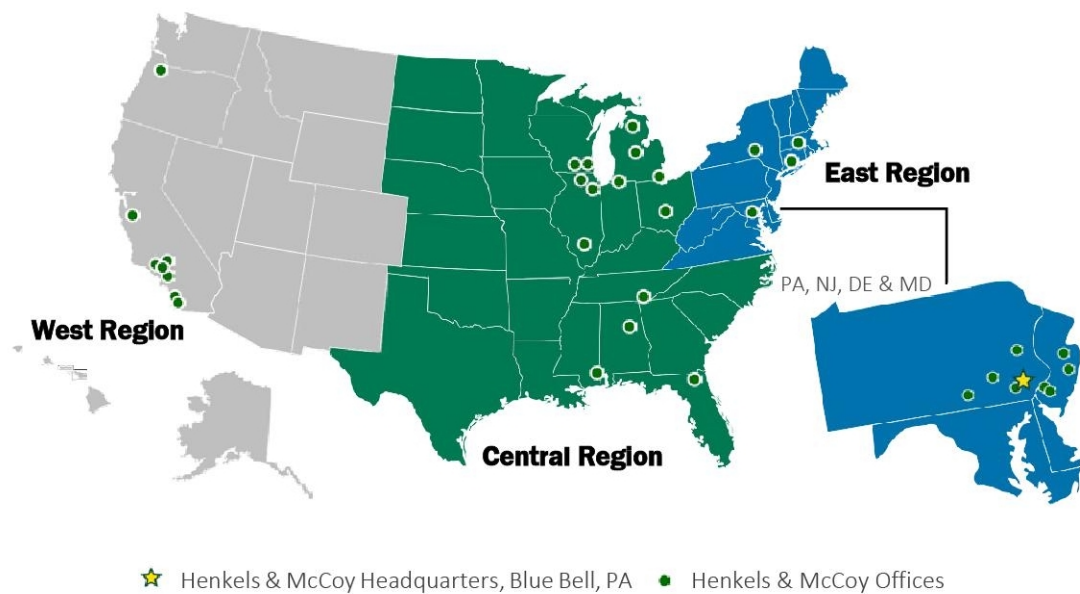
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### H&M Office Locations Map



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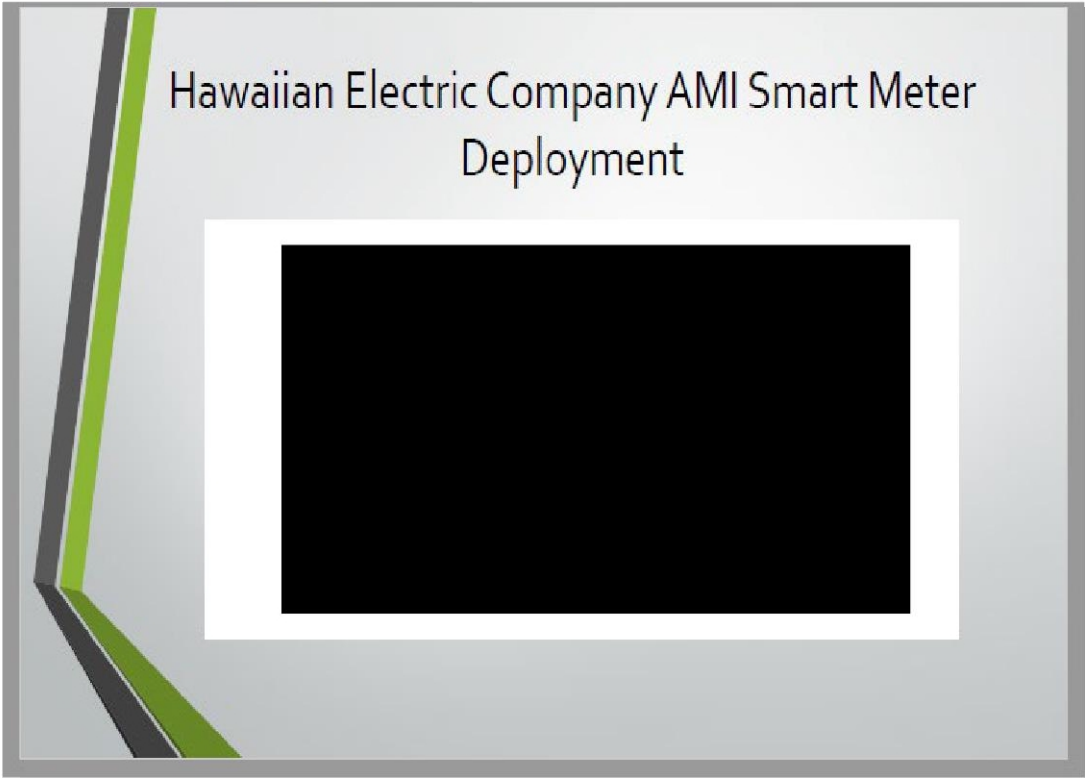
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Project Organizational Chart



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Response	Percentage
Yes, the U.S. should take action to address climate change	85%
No, the U.S. should not take action to address climate change	15%

[REDACTED]

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Age Group	Percentage
18-24	10%
25-34	15%
35-44	25%
45-54	35%
55-64	20%
65-74	10%
75-84	5%
85+	2%

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Construction Work Plan

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Project Schedule

Please see attached Project Schedule (s)

## Cost Breakdown

Pricing Matrix 5.3.2021			
			Total Value
<b>W/ Call Center</b>			
S-1 Oahu	((2021) 24,000,(2022) 34,000, (2023) 25,000)		
S-1 Maui	((2021) 4,000,(2022) 6,000,(2023) 3,000)		
S-1 Hawaii	((2021) 4,000,(2022) 6,000,(2023) 3,000)		
<b>W/ Call Center Volume Discount</b>			
	2021 Quantity required for discount		
	2022 Quantity required for discount		
	2023 Quantity required for discount		
*Quantities assumes 6 months in 2021 & 2023, 12 months in 2022 **Assumes meters available to be installed			

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## Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: Henkels McCoy M-21-9530 MECO WA 23e

Source Envelope:

Document Pages: 20

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 4

Jayme Adonis

AutoNav: Enabled

900 Richards St

EnvelopeId Stamping: Enabled

Honolulu, HI 96813-2956

Time Zone: (UTC-10:00) Hawaii

jayme.adonis@hawaiianelectric.com

IP Address: 198.148.166.5

## Record Tracking

Status: Original

Holder: Jayme Adonis

Location: DocuSign

6/16/2021 1:27:30 PM

jayme.adonis@hawaiianelectric.com

## Signer Events

Leona Castillo

leona.castillo@hawaiianelectric.com

Security Level: Email, Account Authentication  
(None)

## Signature

DS  


Signature Adoption: Pre-selected Style

Using IP Address: 198.148.166.5

## Timestamp

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Viewed: 6/16/2021 2:49:53 PM

Signed: 6/17/2021 9:36:41 AM

## Electronic Record and Signature Disclosure:

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Harold Takemoto

harold.takemoto@hawaiianelectric.com

Security Level: Email, Account Authentication  
(None)

DS  


Signature Adoption: Pre-selected Style

Using IP Address: 198.148.166.5

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Dorothy Changelo

dchangelo@henkels.com

Director, Hawaii Operations

Security Level: Email, Account Authentication  
(None)

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Signature Adoption: Pre-selected Style

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Keith Rivera

Keith.rivera@mauielectric.com

Superintendent, Technical Dept.

Security Level: Email, Account Authentication  
(None)

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Signature Adoption: Pre-selected Style

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

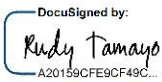
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Signer Events	Signature	Timestamp
Randall Shiro randall.shiro@hawaiianelectric.com Manager, Project & Program Management Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5	Sent: 6/17/2021 9:50:44 AM Viewed: 6/17/2021 10:07:04 AM Signed: 6/17/2021 10:07:26 AM
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Miles Nagato Miles.nagato@hawaiianelectric.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5	Sent: 6/17/2021 10:07:28 AM Viewed: 6/17/2021 3:31:51 PM Signed: 6/17/2021 3:32:11 PM
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Rudy Tamayo rudy.tamayo@hawaiianelectric.com Vice President, Energy Delivery Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5	Sent: 6/17/2021 3:32:14 PM Viewed: 6/21/2021 11:52:51 AM Signed: 6/21/2021 11:53:24 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/21/2021 11:52:51 AM ID: 1906c10c-f332-4d72-b9fc-758ce89a999b		
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Dawn Castellano dawn.castellano@hawaiianelectric.com Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/16/2021 2:48:02 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Melissa Dela Cruz melissa.delacruz@hawaiianelectric.com Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/16/2021 2:48:03 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Michael Ho michael.ho@hawaiianelectric.com Director, Support Services Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/16/2021 2:48:03 PM
Chris Jessop chris.jessop@hawaiianelectric.com Hawaiian Electric Company Inc Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/21/2021 11:53:26 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/21/2021 11:52:51 AM
Signing Complete	Security Checked	6/21/2021 11:53:24 AM
Completed	Security Checked	6/21/2021 11:53:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 2/24/2021 9:06:27 AM

Parties agreed to: Leona Castillo, Harold Takemoto, Dorothy Changelo, Keith Rivera, Randall Shiro, Miles Nagato, Rudy Tamayo

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From time to time, Hawaiian Electric Company Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Hawaiian Electric Company Inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: zz\$DocuSign\_Admin@hawaiianelectric.com

**To advise Hawaiian Electric Company Inc of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at zz\$DocuSign\_Admin@hawaiianelectric.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Hawaiian Electric Company Inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to zz\$DocuSign\_Admin@hawaiianelectric.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Hawaiian Electric Company Inc**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to zz\$DocuSign\_Admin@hawaiianelectric.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Hawaiian Electric Company Inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Hawaiian Electric Company Inc during the course of my relationship with you.

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WORK AUTHORIZATION NO. H-21-9529  
UNDER PURCHASE ORDER NO. \_\_\_\_\_  
CONTRACT NO. T-20-6412

**I. REQUEST FOR QUOTE**

Under the terms and conditions of the Major Construction Services Master Agreement, effective as of June 3, 2020, by and between HENKELS & MCCOY, INC. ("Contractor") and HAWAIIAN ELECTRIC COMPANY, INC., HAWAII ELECTRIC LIGHT COMPANY, INC., and MAUI ELECTRIC COMPANY, LIMITED (each referred to as a "Company"),

Check as applicable (choose only one Company):

- ☐ HAWAIIAN ELECTRIC COMPANY, INC. or  
☒ HAWAII ELECTRIC LIGHT COMPANY, INC. or  
☐ MAUI ELECTRIC COMPANY, LIMITED

hereby requests a proposal from Contractor to perform the following Work:

Contractor to provide services for a minimum of 4,000 meters in 2021, 6,000 meters in 2022 and 3,000 meters in 2023, for a total of 13,000 installed meters no later than December 31, 2023. In addition to the install crews, Contractor will initially have one (1) QA/QC person to schedule the meter installs before the day begins. During the day, the QA/QC person will follow behind the installers to complete inspections and note any discrepancies. If additional QA/QC support is needed, Contractor shall add up to two (2) additional QA/QC resources as directed by the Company at no additional cost. Also, Contractor will have one (1) material handler to oversee the meter inventory.

Work shall be completed in accordance with RFP No. 030121-05 and the Contractor's AMI Meter Deployment proposal (Management Solution Scenario 1) dated March 8, 2021, revised May 3, 2021 (Attachment A).

Contractor will be required to submit Weekly Construction Progress Report. Report shall include information as described in Section 1.25.E of the referenced Major Construction Services Master Agreement.

[REDACTED]

Such foregoing Work being within the general nature of the General Scope of Work as described in Section III of the above referenced Major Construction Services Master Agreement.



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Compliance with Exhibit G "Contract Labor Standards" of the Master Agreement Standard General Terms and Conditions is required for this Work Authorization.

Compliance with Exhibit H "Federal and State Legal Requirements" of the Master Agreement Standard General Terms and Conditions is required for this Work Authorization.

DocuSigned by:  
*David Kaneshiro*  
6/16/2021 | 3:56:56 PM HAST  
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Company \_\_\_\_\_ Dated \_\_\_\_\_

## II. CONTRACTOR'S PROPOSAL

Contractor hereby proposes to perform the Work described above in Section I, under said terms and conditions, for the following amount:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Compensation for Work performed under this Work Authorization shall be subject to Contractor's standard Rebate/Discount Schedule attached to Major Construction Services Master Agreement T-20-6412 as Exhibit 7.

Work will begin no later than June 28, 2021 and be completed on or before December 31, 2023.

Dorothy Changelo will act as Contractor's Designated Representative during the performance of this Work.

Contractor represents and warrants that it has full power and authority to enter into and perform the Work as proposed, and the person signing this Work Authorization on behalf of Contractor has been properly authorized and empowered to enter into this Work Authorization, understands it and agrees to be bound by it.

HENKELS & MCCOY, INC.

DocuSigned by:  
*Dorothy Changelo*  
E1CA55D0B92D464...  
By: \_\_\_\_\_  
Dorothy Changelo Director, Hawaii Operations  
Title: \_\_\_\_\_  
Date: 6/16/2021 | 3:32:43 PM HAST

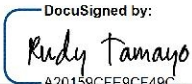
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### III. WORK AUTHORIZATION

Contractor's foregoing Proposal is accepted. Contractor is authorized to perform the Work as proposed. Company's Designated Representative for this Work Authorization shall be David Kaneshiro.

HAWAII ELECTRIC LIGHT COMPANY, INC.

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By:  \_\_\_\_\_  
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HJ

Title: Rudy Tamayo Vice President

DS  
RS

Date: 6/22/2021 | 9:32:18 AM HAST

DS  
MN

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HENKELS & MCCOY, INC. | 985 JOLLY ROAD | BLUE BELL, PA 19422 | (215) 283-7600

March 8, 2021,  
Revised: 3/26/2021  
Revised: 5/03/2021

Jayme Lee Adonis  
Purchasing Contract Manager  
P.O. Box 2750  
Honolulu HI 96840

Jayme,

Thank you for allowing Henkels & McCoy to participate in the RFP for AMI Smart meter installation.  
Please reach out to us if you have any questions,

Regards,

*Dorothy E. Changelo*

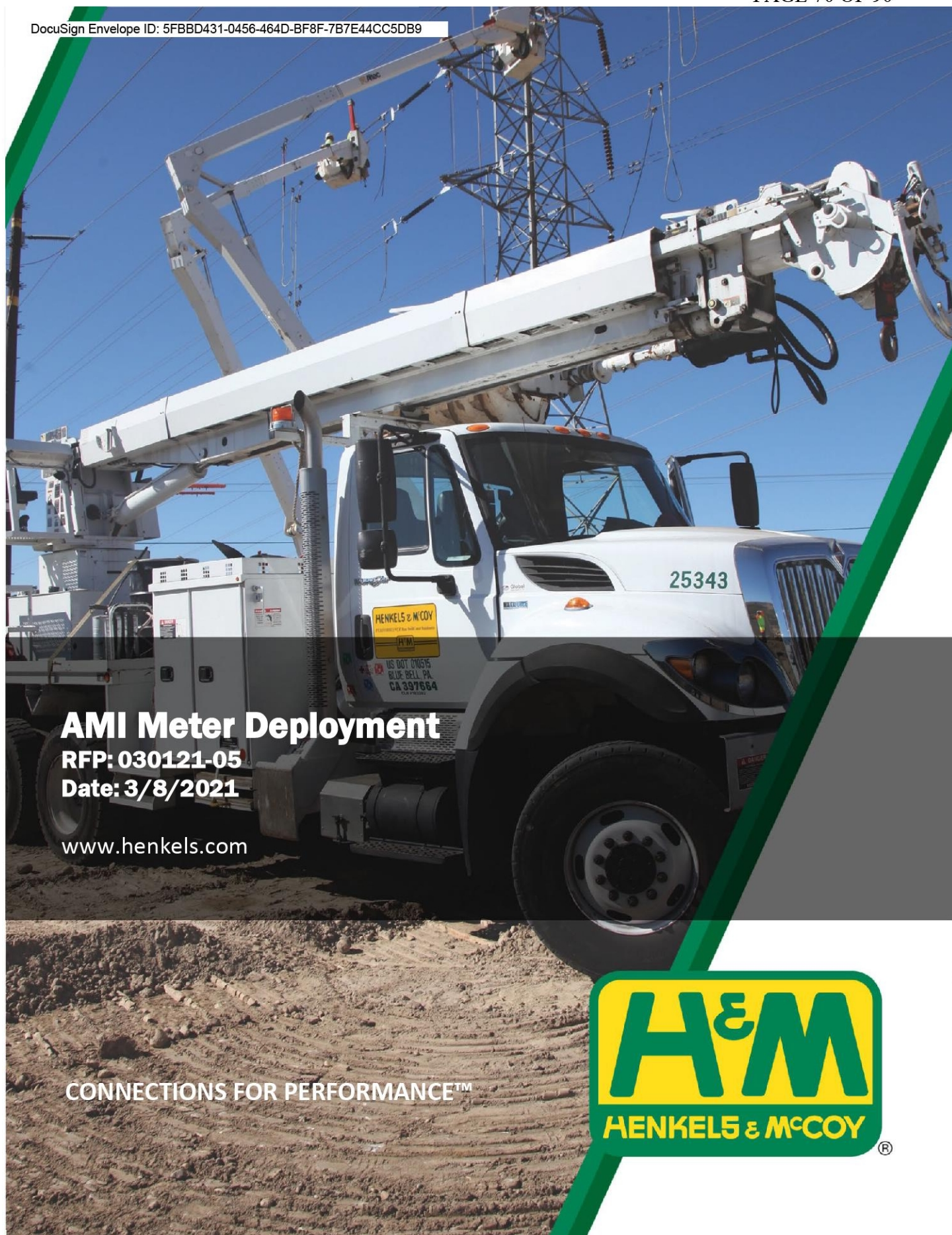
Dorothy Changelo  
Operations Manager  
Henkels & McCoy  
(808) 291-5966

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## AMI Meter Deployment

RFP: 030121-05

Date: 3/8/2021

[www.henkels.com](http://www.henkels.com)

CONNECTIONS FOR PERFORMANCE™



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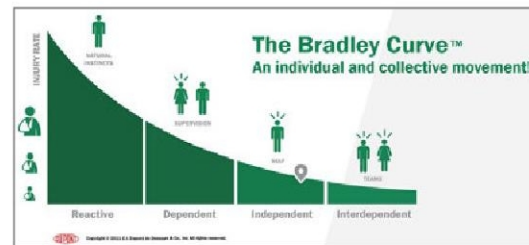
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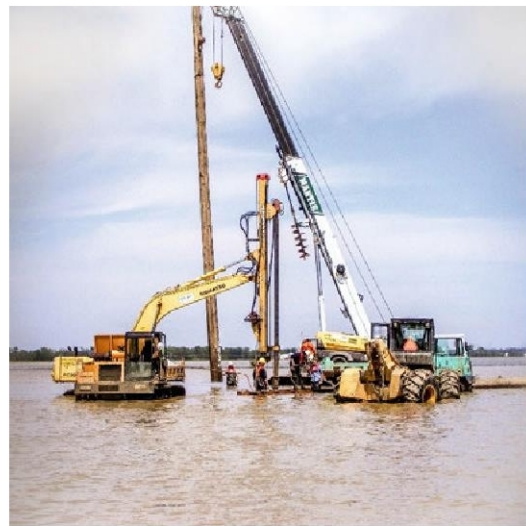
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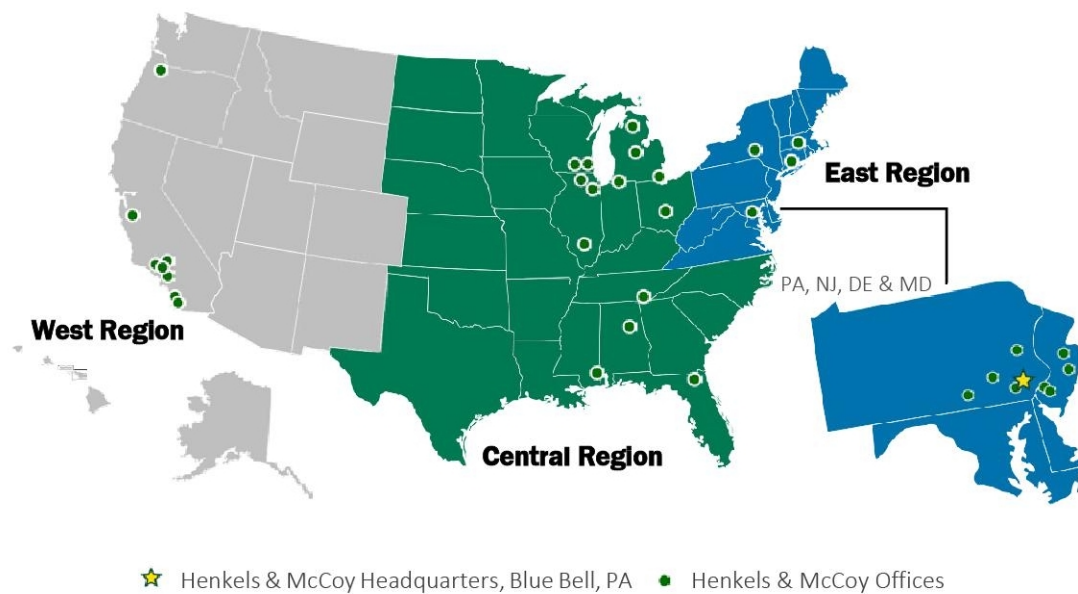
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### H&M Office Locations Map



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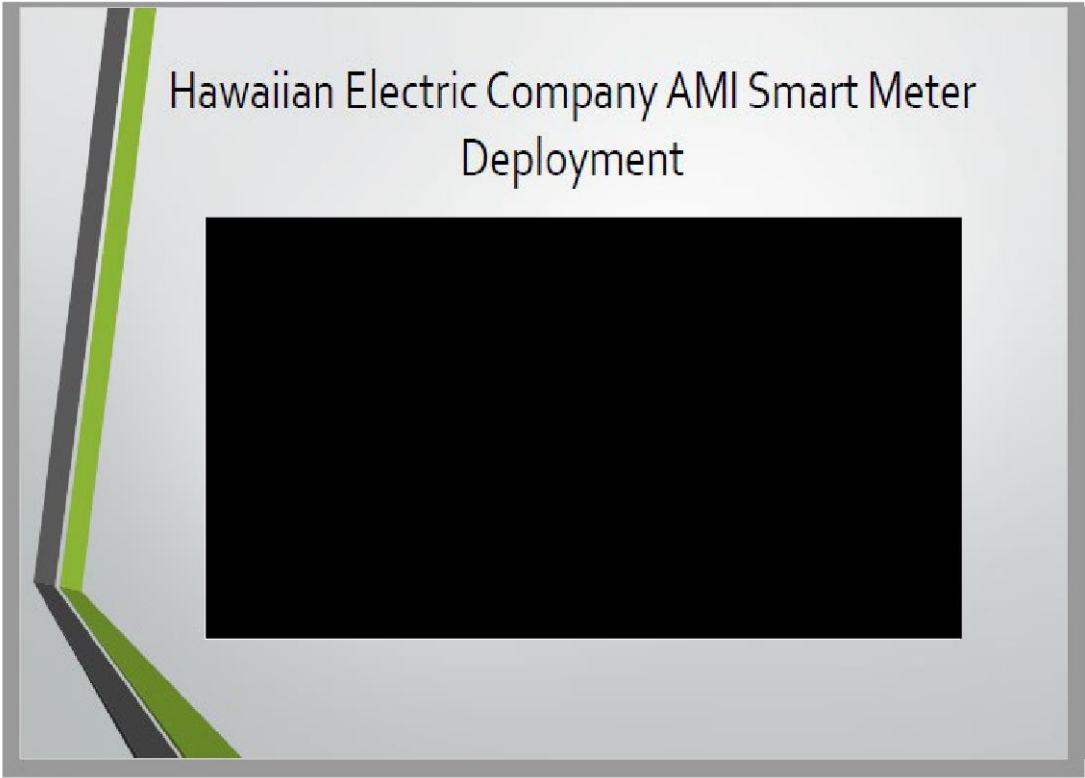
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Construction Work Plan

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Project Schedule

Please see attached Project Schedule (s)

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Pricing Matrix 5.3.2021						
						Total Value
<u>W/ Call Center</u>						
S-1 Oahu	((2021)24,000,(2022)34,000, (2023)25,000)					
S-1 Maui	((2021) 4,000,(2022) 6,000,(2023) 3,000)					
S-1 Hawaii	((2021) 4,000,(2022) 6,000,(2023) 3,000)					
<u>W/ Call Center Volume Discount</u>						
	2021 Quantity required for discount					
	2022 Quantity required for discount					
	2023 Quantity required for discount					
*Quantities assumes 6 months in 2021 & 2023, 12 months in 2022						
**Assumes meters available to be installed						

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
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Harold Takemoto harold.takemoto@hawaiianelectric.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5	Sent: 6/16/2021 3:18:52 PM Viewed: 6/16/2021 3:20:37 PM Signed: 6/16/2021 3:22:22 PM
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

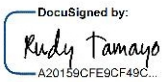
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Dorothy Changelo dchangelo@henkels.com Director, Hawaii Operations Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 168.215.233.94	Sent: 6/16/2021 3:22:24 PM Viewed: 6/16/2021 3:32:29 PM Signed: 6/16/2021 3:32:43 PM
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David Kaneshiro david.kaneshiro@hawaiianelectric.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5	Sent: 6/16/2021 3:32:46 PM Viewed: 6/16/2021 3:36:56 PM Signed: 6/16/2021 3:56:56 PM
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<p>Randall Shiro randall.shiro@hawaiianelectric.com Manager, Project &amp; Program Management Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/16/2021 8:51:09 PM ID: 5cdcfb51-0099-499a-8cb6-33018c13e36e</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5</p>	<p>Sent: 6/16/2021 3:56:58 PM Viewed: 6/16/2021 8:51:09 PM Signed: 6/16/2021 8:51:33 PM</p>
<p>Miles Nagato Miles.nagato@hawaiianelectric.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/16/2021 9:02:48 PM ID: c230fc82-75b0-4a8b-a941-35db57719c69</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5</p>	<p>Sent: 6/16/2021 8:51:35 PM Viewed: 6/16/2021 9:02:48 PM Signed: 6/16/2021 9:03:10 PM</p>
<p>Rudy Tamayo rudy.tamayo@hawaiianelectric.com Vice President, Energy Delivery Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/22/2021 9:32:04 AM ID: d088d841-c327-4d54-b4f2-4c0ca4a44bd5</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 198.148.166.5</p>	<p>Sent: 6/16/2021 9:03:12 PM Viewed: 6/22/2021 9:32:04 AM Signed: 6/22/2021 9:32:18 AM</p>
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Parties agreed to: Leona Castillo, Harold Takemoto, Dorothy Changelo, David Kaneshiro, Randall Shiro, Miles Nagato, Rudy Tamayo

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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum



Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

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**PUC-IR-116**

*Reference: June 30 Progress Report at 1. stating that Hawaiian Electric is 'on-track to cumulatively deploy advanced meters to{ .. } 45% by [year end] 2023" thereby covering 45% of all customers.*

Please explain:

- a) What incremental grid modernization plans Hawaiian Electric has to address the remaining 55% of its customers without advanced meters, and to the extent available, clearly identify each grid need, the asset(s) that will address that grid need, and how Hawaiian Electric will prioritize that need; and
- b) How Hawaiian Electric will propose, track, and analyze future costs in the broader Grid Modernization Strategy.

**Hawaiian Electric Responses:**

- a) The Companies support deployment of advanced meters (and enabling telecommunications) to all customers in their service territories as quickly as possible. While not yet available, the Companies have begun detailed planning for a possible full service territory deployment of advanced meters and expect to share such a plan with the Commission in the next semi-annual progress report to be filed by December 30, 2021.

The Companies also acknowledge that, in D&O 36230, the Commission expressly discussed the possibility of the Companies exceeding the proposed Phase 1 advanced meter deployment, subject to the per-meter cost recovery cap:

In implementing these cost recovery caps, the commission wishes to make clear that the Companies may deploy more advanced meters, faster and more broadly than they propose in the Application, and should consider doing so. This decision rests ultimately with the Companies and should be based on the Companies' experience and learning as Phase 1's implementation progresses. The per-meter cost recovery cap allows the overall approved costs of Phase 1 to be higher than the \$87.6 million proposed in the Application, if Companies exceed their proposed advanced meter deployment in Phase 1.<sup>1</sup>

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<sup>1</sup> D&O 36230 at pages 26-27

Presently, the Companies believe it is possible to deploy AMI to the full service territory in this timeframe while staying within the existing per-meter cost recovery caps. However, as noted above, the Companies expect to continue to evaluate this and other issues and provide a proposed plan in the next semi-annual progress report to be filed by December 30, 2021.

- b) As mentioned above in subpart a, Hawaiian Electric intends to share in its next semi-annual progress report the detailed deployment plans and estimated costs for deploying AMI to all customers who do not opt out by the end of 2025. The Companies anticipate creating new project work orders separate from those already established for scope that falls within the Commission-authorized Phase 1 budget.

**PUC-IR-117**

*Reference: June 30 Progress Report at 1.*

Please explain Hawaiian Electric's plans for customer outreach, including how it plans to roll out advanced meters to existing DER customers. and customers that sign up for the Battery Bonus program.

**Hawaiian Electric Responses:**

Hawaiian Electric elaborated on Grid Modernization customer outreach efforts in a letter<sup>1</sup> filed on February 17, 2021, in the subject proceeding. This letter details Hawaiian Electric's customer engagement and education efforts, including the use of the Ho'okui newsletter, customer notification materials in advance of meter exchanges, presentation materials used for community relations events such as neighborhood board meetings, and links to content available on the Hawaiian Electric advanced metering webpage.

With regards to plans for rolling out advanced meters to existing DER customers, the Companies filed an updated proportional deployment strategy in its latest semi-annual progress report.<sup>2</sup> The proportional deployment strategy reflects the prioritization of many competing factors, including existing DER customer participation, in order to determine the sequence of future proportional deployment areas. Existing DER customers in each prioritized proportional deployment area will receive their advanced meters when Hawaiian Electric begins deploying in their neighborhoods.

Regarding the Battery Bonus program, customers that sign up for this program are participating in an underlying DER tariff and therefore already have an upgraded meter capable

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<sup>1</sup> See February 17, 2021 letter from Hawaiian Electric in response to Commission's February 10, 2021 correspondence.

<sup>2</sup> See pages 11-15 of the June 30, 2021 semi-annual status report on implementing Phase 1 of the Grid Modernization Strategy.

of managing the DER features. In the Companies' letter filed on July 9, 2021 in Docket No. 2019-0323, Hawaiian Electric stated, "The Company will supply, install, own, and maintain all necessary meters and associated equipment utilized for billing, energy purchase, and performance auditing. The meters will be tested and read in accordance with the rules of the Commission and the Company."<sup>3</sup> For example, Battery Bonus program customers who have a Net Energy Metering ("NEM") meter already possess a meter capable of participating in the program, but in cases a meter exchange is deemed necessary, then the Companies plan to provide an advanced meter using the appropriate communications technology. As mentioned earlier, existing DER customers in each prioritized proportional deployment area will receive their advanced meters when Hawaiian Electric begins deploying in their neighborhoods, and some of these customers may also be Battery Bonus program participant.

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<sup>3</sup> See PDF page 9 of Hawaiian Electric's proposed revisions to the Emergency Demand Response Program ("EDRP")/Scheduled Dispatch Program ("SDP") Rule 31 filed on July 9, 2021.

**PUC-IR-118**

*Reference: June 30 Progress Report at 10.*

Please explain if Hawaiian Electric anticipates needing to replace or retrofit any existing hardware or software systems that were installed in Phase 1 during Phase 2. If so, please identify each component or system, and explain why a replacement or retrofit is necessary.

**Hawaiian Electric Responses:**

No, the Companies do not anticipate needing to replace or retrofit any existing hardware or software systems that were installed in Phase 1 in order to support Phase 2 Advanced Distribution Management System (“ADMS”) or Field Devices implementation.

**PUC-IR-119**

*Reference: June 30 Progress Report: Docket No. 2019-0327: Grid Modernization Phase 2 Supplement and Update. filed by Hawaiian Electric on March 31, 2021, at 1.*

Please explain:

- a) How might Hawaiian Electric's number of advanced meters cumulatively deployed (as a percentage of the number of customers in each service territory) change if funds planned for Grid Mod Phase 2 were instead redirected toward Grid Mod Phase 1 (i.e., AMI deployment) for the years that Phase 2 would have occurred, with Phase 2 delayed as to allow for the prioritization of Phase 1?
- b) What is the estimated cost for full AMI deployment for Grid Mod Phase 1?
- c) Is it feasible for Hawaiian Electric to deploy AMI to all customers who don't opt out by the end of 2025? If not, please explain why not. and by when such a full deployment would be feasible.

**Hawaiian Electric Responses:**

- a) Redirecting Grid Mod Phase 2 funds to Grid Mod Phase 1 would not accelerate advanced meter deployments. In alignment with Commission guidance in D&O 36230,<sup>1</sup> the Companies are already in the process of expeditiously installing advanced meters to all customers that do not opt out while remaining within the existing per-meter cost recovery caps. Detailed deployment planning has started for expanding the advanced meter deployment beyond the original Phase 1 scope to a full service territory AMI rollout. Those details will be shared with the Commission in the December 30, 2021 semi-annual progress report. Given the current momentum with advanced meter deployments under proportional deployment, the Companies are confident that both Grid Mod Phase 1 and Phase 2 can be successfully implemented concurrently. A different team of internal resources and outside services are being utilized to implement the Advanced Distribution Management System ("ADMS") and Field Devices under Grid Mod Phase 2.

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<sup>1</sup> D&O 36230 at pages 26-27.

More importantly, redirecting funds and delaying ADMS and Field Devices implementation under Grid Mod Phase 2 would continue to exacerbate the challenges system operators face trying to understand how distributed energy resources (“DERs”) are impacting the distribution grid and delay the implementation of customer DER and other pricing programs that the Company is striving to implement. Full service territory deployment of advanced meters would supplement, not supplant, the monitoring and control capabilities of the ADMS and Field Devices. For example, while the advanced meters provide voltage notifications when thresholds are exceeded, the meters on their own cannot mitigate the voltage issues and would need to coordinate with the ADMS and distribution devices such as secondary VAR controllers (SVCs) for voltage regulation to allow for increased circuit hosting capacity for DERs while at the same time maintain customer power quality. Phase 2 ADMS and Field Devices investments purposefully integrate and build upon Phase 1 AMI investments, and together they will play an important role in the Companies’ performance with Performance Based Regulation (“PBR”) Performance Incentive Mechanisms (“PIMs”) associated with DER integration and reliability.

- b) The Companies are currently conducting detailed planning for full AMI deployment under GMS Phase 1. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This additional time will provide sufficient time



for the Companies to collaborate with its technology providers and develop higher confidence, bottoms-up cost estimates for full AMI deployment before the end of 2025.

- c) Yes, the Companies believe this is possible and have already started detailed deployment planning for a full service territory meter rollout that would conclude before the end of 2025. The Companies plan to file those details in the next semi-annual progress report on December 30, 2021.

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